



# TEXAS ASSOCIATION OF REALTORS®

## NOTICE OF INFORMATION FROM OTHER SOURCES

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To: BUYER:  
BUYER:

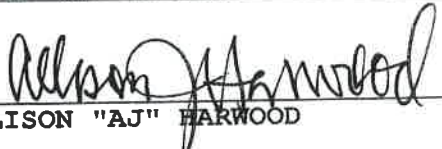
From: ALLISON "AJ" HARWOOD (Broker)

Property Address: 713 SHADE RD, WIMBERLEY, TX 78676

Date: March 17, 2015

- (1) Broker obtained the attached information, identified as SELLERS DISCLOSURE PACKAGE INCLUDING TAR FORMS #'S: 2501, SURVEY, 1923 W/DEED RESTRICTIONS, 1406, 1407, SEPTIC PERMIT INFO, 1506, 1917, 1906, 1414, 2508, 2507, 1928, 2504 & , from NOTICE REGARDING OAK WILT IN CENTRAL TEXAS FROM SELLER. NOTICE AND GENERAL INFORMATION FORMS FROM TEXAS ASSOCIATION OF REALTORS.
- (2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: NONE.
- (3) **Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

ALLISON "AJ" HARWOOD  
Broker

By:   
ALLISON "AJ" HARWOOD

Receipt of this notice is acknowledged by:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
BUYER:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
BUYER:

(TAR-2502) 7-16-08

Page 1 of 1



# Information About Brokerage Services

**B**efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

## IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

## IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

## IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

**If you choose to have a broker represent you**, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

TREC No. OP-K

RE/MAX Wimberley, REALTORS 12111 Ranch Road 12 Wimberley, TX 78676

Phone: 512.848.6612

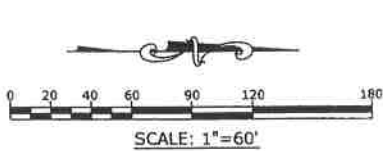
Fax: .

Allison AJ Harwood

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

713 SHADE RD

**1.657 ACRES OF LAND**  
**(A.K.A. LOT 4A, BLANCO BEND, SECTION 2, UNRECORDED)**  
**OUT OF THE ROBERT McCOMBS SURVEY No. 13, ABSTRACT No. 301**  
**HAYS COUNTY, TEXAS**



**LEGEND**

- --- 1/2" IRON ROD FOUND--UNLESS NOTED
- ⊙ --- 1/2" IRON ROD SET--"DRIFTWOOD SURVEYING"
- ▲ --- CALCULATED POINT
- --- SERVICE OR UTILITY POLES
- DE — OVERHEAD UTILITIES
- - - EASEMENT
- x - x - FENCE
- - - SETBACK

**VOL. PG.** HAYS COUNTY PLAT RECORDS

**VOL. PG.** HAYS COUNTY OFFICIAL PUBLIC RECORDS

Rxxxxx HAYS COUNTY PROPERTY IDENTIFICATION NUMBER

**NOTES**

THIS SURVEY REFERENCES TITLE COMMITMENT No. 2410005960, DATED 12/3/2007, PROVIDED BY LANDAMERICA AUSTIN TITLE CO.

A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY (SEE PAGE 2).

RESTRICTIVE COVENANTS APPLY PER VOL. 274, PG. 711, H.C.D.R.; VOL. 3069, PG. 313, R.P.R.H.C.T.

A PORTION OF LOT 4A IS IN THE 100 YEAR FLOODPLAIN ACCORDING TO F.I.R.M. PANEL #48209C 0355 F, DATED 9/2/2005. FLOOD AREAS/ELEVATIONS CAN ONLY BE VERIFIED BY ELEVATION CERTIFICATE.

THIS PROPERTY LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WIMBERLEY AND IS SUBJECT TO ITS ORDINANCES.

150' SETBACK FROM CURRENT RIVERBANK PER VILLAGE OF WIMBERLEY PROTECTED WATERWAY OVERLAY DISTRICT ORDINANCE NO. 2001-010, SECTION 50.

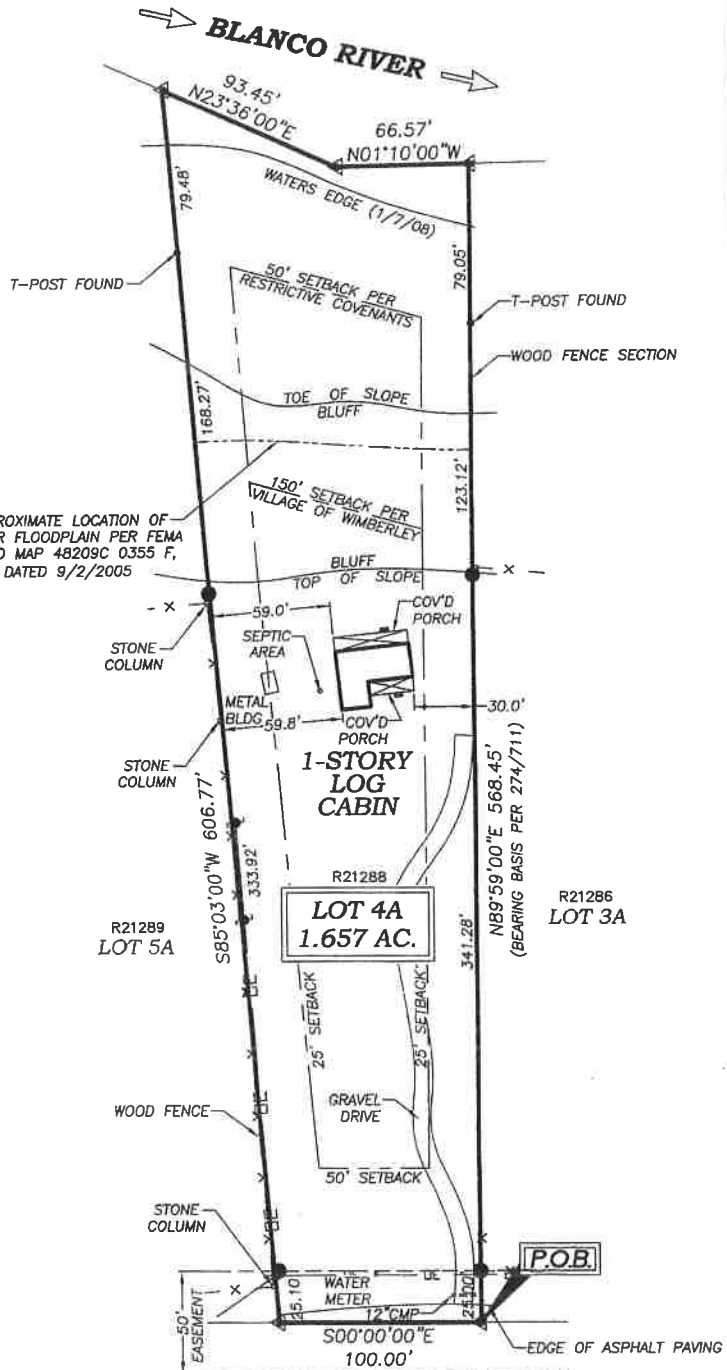
A BLANKET UTILITY EASEMENT EXISTS FOR PEDERNALES ELECTRIC COOPERATIVE, INC. AS RECORDED IN VOL. 276, PG. 419, H.C.D.R.

A 20' AND 50' NON-EXCLUSIVE INGRESS/EGRESS EASEMENT EXISTS AS RECORDED IN VOL. 274, PG. 711, H.C.D.R.

**SURVEYORS CERTIFICATION**

This survey is made for the benefit of LandAmerica Austin Title Company and buyer: Rati Dodaralapur. I hereby certify to the aforesaid parties, as of the date set forth below that a careful survey was made on the ground, under my supervision, of the tract of land described hereon, and that said survey complies with the current Texas Society of Professional Surveyors Standards & Specifications for a Category 1a, Condition II Land Survey, and that said property has abutting access to and from a public roadway through road easements.

DATE 1/7/08 RUDOLF J. PATA, Jr. TX-RPLS #5388



**SHADE ROAD**  
**(50' ROAD EASEMENT)**

274  
711

<b>Driftwood Surveying</b> Professional Land Surveyors - Surveying the Hill Country	
P.O. Box 379 Wimberley, TX 78678 PH (512) 847-7222 FAX (512) 847-7372	
<b>1.657 ACRES OF LAND</b> <b>OUT OF THE ROBERT McCOMBS SURVEY No. 13,</b> <b>ABSTRACT No. 301, HAYS COUNTY, TEXAS</b>	
CLIENT:	<b>DODARALAPUR</b>

DATE:	1/7/08
FIELD CREW:	RC/SR
DRAWN:	DGB
CHECKED:	RJP
PROJ. NO.:	HC00108
DRG. NAME:	TITLE
REVISIONS	DATE



# 1.657 ACRES OF LAND

(A.K.A. LOT 4A, BLANCO BEND, SECTION 2, AN UNRECORDED SUBDIVISION)  
OUT OF THE ROBERT McCOMBS SURVEY No. 13, ABSTRACT No. 301,  
HAYS COUNTY, TEXAS

BEING A TRACT OR PARCEL CONTAINING 1.657 ACRES OF LAND OUT OF THE ROBERT McCOMBS SURVEY No. 13, ABSTRACT No. 301, HAYS COUNTY, TEXAS; BEING THAT SAME CALLED 1.66 ACRE TRACT (HAYS COUNTY PROPERTY IDENTIFICATION (HCPID) No. R21288) (also known as LOT 4a, BLANCO BEND, SECTION 2, AN UNRECORDED SUBDIVISION) CONVEYED TO JOHN COPLEY DONOVAN and wife, ANNE PETERSON DONOVAN BY DEED RECORDED IN VOLUME 274, PAGE 711, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.T.); SAID 1.657 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE REFERENCED TO SAID 1.66 ACRE TRACT):

## BEGINNING

at a point in the centerline of Shade Road (a road easement 50 feet wide in this area) described in said Volume 274, Page 711, D.R.H.C.T. for the southeast corner of Lot 3A (HCPID No. R21286) of said Blanco Bend and the northeast corner of said Lot 4A, said 1.66 acre tract, and the herein described tract, from which a 1/2-inch iron rod found near a fence corner post in the west line of said road easement and the common line of said Lots 3A and 4A bears South 89°59'00" West, 25.00 feet;

## THENCE

South 00°00'00" East, with the east line of said Lot 4A and the centerline of Shade Road, a distance of 100.00 feet to a point for the northeast corner of Lot 5A (HCPID No. R21289) and the southeast corner of Lot 4A and the herein described tract;

## THENCE

South 85°03'00" West, departing Shade Road and with the common line of Lots 4A and 5A, at 25.10 feet passing the west line of said road easement, from which a found 1/2-inch iron rod bears North 04° West, 2.1 feet; at 359.02 feet passing a 1/2-inch iron rod found, at 527.79 feet passing a T-post found, continuing for a total distance of 606.77 feet to a point in the approximate centerline of the Blanco River and for the northwest corner of Lot 5A and the southwest corner of Lot 4A and the herein described tract;

## THENCE

along the Blanco River and with the west line of Lot 4A, the following two (2) calls:

- (1) North 23°36'00" East, a distance of 93.45 feet to a point;
- (2) North 01°10'00" West, a distance of 66.57 feet to a point for the southwest corner of said Lot 3A and the northwest corner of Lot 4A and the herein described tract;

## THENCE

North 89°59'00" East (reference bearing per said 1.66 acre tract), departing the Blanco River and with the common line of Lots 4A and 3A, at 79.05 feet passing a T-post found, at 202.17 feet passing a 1/2-inch iron rod found, at 543.45 feet passing the aforementioned 1/2-inch iron found in the west line of said road easement, continuing for a total distance of 568.45 feet to the

**POINT OF BEGINNING** and containing 1.657 acres of land. A survey map prepared by Driftwood Surveying accompanies this metes and bounds description.

1/7/08  
DATE

RUDOLF J. PATA, JR. RPLS #5388



Page 2 of 2

<b>Driftwood Surveying</b> Professional Land Surveyors  P.O. Box 379 Wimberley, TX 78676 TEL (512) 847-7222 FAX (512) 847-7372 www.driftwoodsurveying.com	<b>METES AND BOUNDS</b>		
	1.657 ACRES OF LAND (A.K.A. LOT 4A, BLANCO BEND, SECTION 2, UNRECORDED) OUT OF THE ROBERT McCOMBS SURVEY No. 13, A-301, HAYS COUNTY, TEXAS		
	<b>ADDRESS</b> SHADE ROAD, WIMBERLEY, TEXAS		
	<b>PREPARED FOR:</b> DODARALAPUR	<b>TITLE CO. FILE NO.</b> 2410005960 <b>COMMITMENT NO.</b> 2410005960	<b>DATE:</b> 01-07-08 <b>PROJECT NO.</b> HC00108







**SUBDIVISION INFORMATION, INCLUDING  
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO  
MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION**

(Chapter 207, Texas Property Code)

*Ananth and Rati Doda balapur*

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at 713 SHADE ROAD (Street Address), City of WIMBERLEY, County of HAYS, Texas, prepared by the property owners' association (Association).

- A. The Property ☐ is ☒ is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.
- B. The current regular assessment for the Property is \$ 300.00 per YEAR.
- C. A special assessment for the Property due after this resale certificate is delivered is \$ — payable as follows — for the following purpose: —.
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ .00.
- E. The capital expenditures approved by the Association for its current fiscal year are \$ 12,900.00.
- F. The amount of reserves for capital expenditures is \$ .00.
- G. Unsatisfied judgments against the Association total \$ .00.
- H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there ☐ are ☒ are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: —.
- I. The Association's board ☐ has actual knowledge ☒ has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are: —.
- J. The Association ☐ has ☒ has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.
- K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$ 200.00. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee). \$100 RESALE CERTIFICATE \$100 TRANSFER FEE  
PAYABLE TO: BLANCO BEND CLUB, POBox 757, WIMBERLEY 78676



Subdivision Information Concerning 713 SHADE ROAD Page 2 of 2 2-10-2014  
(Address of Property)

L. The Association's managing agent is Dinah Burgin Secy/Treas  
(Name of Agent)

PO Box 757 Wimberley TX 78676  
(Mailing Address)

512-751-2284 (Telephone Number)                      (Fax Number)

dburgin@austin.rr.com  
(E-mail Address)

M. The restrictions ☐ do ☒ do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.

REQUIRED ATTACHMENTS:

- |                            |   |
|----------------------------|---|
| ✓ 1. Restrictions          | ✓ 5. Current Operating Budget   |
| 2. Rules <u>N/A</u>        | ✓ 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities |
| ✓ 3. Bylaws                | 7. Any Governmental Notices of Health or Housing Code Violations <u>N/A</u>                               |
| ✓ 4. Current Balance Sheet |   |

NOTICE: This Subdivision Information may change at any time.

Blanco Bend Club Inc  
Name of Association

By: Dinah Burgin

Print Name: Dinah Burgin

Title: Secretary / Treasurer

Date: 4-14-14

Mailing Address: PO Box 757 Wimberley TX 78676

E-mail: dburgin@austin.rr.com

This form has been approved by the Texas Real Estate commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 37-5. This form replaces TREC No. 37-4.

**RECORDED HAYS COUNTY RECORDS  
VOLUME 3069 PG 313-317  
FILED DECEMBER 12, 2006**

**DEED RESTRICTIONS OF THE BLANCO BEND CLUB, INC  
AN UNRECORDED SUBDIVISION IN WIMBERLEY, TEXAS  
EFFECTIVE JULY 1, 2006**

1. No building shall be erected closer to the Blanco River than fifty feet from the edge of the water, nor closer than fifty feet from any roads which abut the property, nor closer than twenty-five feet from other property lines. No construction shall be permitted within the 100-year FEMA flood area.
2. No cesspools shall be permitted on the property.
3. Septic tanks will be permitted on the property, provided that they comply with the laws of the Village of Wimberley and the Hays County Health Department.
4. The property shall not be divided into smaller parcels and conveyed.
5. No more than one single-family dwelling house may be constructed on the property which may include a garage, playroom, guesthouse, or other such similar construction. The house must contain a minimum of one thousand square feet of livable area excluding the garage and out buildings, if any, and consist of all new construction. Any such construction must conform to all laws and regulations relating thereto. The design, location and construction of such improvements must, before commencement of construction, be approved in writing by the Blanco Bend Club, Inc. Board of Directors (herein called "Board"), who shall have the authority to review all building plans and specifications.
6. No business or commercial structure shall be built on the property, nor shall there be any commercial feeding of any animals or trafficking in animals of any description. No business of any kind may be maintained or conducted upon the property, with two exceptions: Bed and Breakfast operations approved by the Board and business operations conducted by telephone and/or computer.
7. No mobile home, trailer, camper, tent, shack or other such temporary building or shelter shall be placed, erected, or maintained on the property to be used as a residence, either temporary or permanent.
8. No obnoxious or offensive activity may be carried on or conducted upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.
9. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon said property. No exploratory work may be performed upon, above, or under the property.
10. No part of the property shall be used as a dumping ground for rubbish, garbage, trash, or other waste material. The same shall not be kept on the property except in sanitary containers for regular and frequent removal from the property. Incinerators or other equipment for the disposal of normal yard and building trash shall be kept in a clean and sanitary condition and in such a manner as not to create a nuisance or annoyance to adjoining landowners, nor violate any laws or regulations relating to the use thereof. No junk yard, pipe yard, wrecking yard, or other similar business activity shall be allowed on the property.
11. The sale of beer, liquor, and other intoxicants shall not be permitted on the property. No part of the property shall be used for malicious or illegal purposes or for any purpose in violation of the laws of the Village of Wimberley, Hays County, State of Texas, the United States of America, or the police, health, sanitary or fire building codes.
12. No firearms or fireworks of any kind shall be discharged on the property.
13. No animals other than two horses and household pets shall be fed, raised, bred, or kept on the property, with the following exception: All tracts containing five acres or more that do not abut either the Blanco River or the ravines which adjoin the Blanco River may be used for one head of livestock for each two acres in the tract. No animals other than those specifically allowed in the preceding sentence may be kept on the property.
14. The property shall be maintained in a neat and attractive manner. Unsightly or dead trees, shrubs, vines, and plants shall be promptly removed from the property. Road easements shall be kept clear of debris.
15. The Board shall have the right to negotiate necessary utility easements for the benefit of all property owners, and said utility easements shall be placed where possible so as not to detract from the premises.



16. No property owner may build or place any type of structure in the Blanco River, except a retaining wall or a boat dock not exceeding thirty square feet.
17. Violations of any restrictions, conditions, or covenants herein shall give the Board or its agent, after reasonable notice and an opportunity for the owner to remedy the situation, the right to enter upon the property where such violations exist and summarily abate or remove said conditions, and such entry and abatement or removal shall not be deemed a trespass.
18. This property shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as the "Blanco Bend Maintenance Fund." This maintenance charge shall be secured by a lien upon said property and is to be paid annually on the first day of January of each year in advance, with any delinquent payments to be increased by ten per cent per annum. Such annual charge may be adjusted by a majority of the membership from year to year as the needs of the Blanco Bend Club, Inc. may require. The Board shall render an annual accounting of the fund to the property owners showing receipts and expenditures. It shall apply the total of the funds collected toward the payment for maintenance of roads and common grounds and for doing other things necessary and desirable to maintain public and common areas. The Association's lien shall be subordinate only to a first lien mortgage on the lot.
19. Bed and Breakfast operations, facilities, and accommodations (herein called "operations") will be permitted with the approval of the Board and must comply with the following regulations.
- A. All Bed and Breakfast operations must be approved in advance by the Board and must meet all Village of Wimberley governmental regulations and continue to comply with these regulations.
  - B. All property owners engaged in Bed and Breakfast operations must reside on the property on a permanent year-round basis.
  - C. Approved types of Bed and Breakfast operations include a bedroom suite (the original "bed and breakfast"), a bathhouse, a guesthouse, or a garage apartment.
  - D. A maximum of eight people will be allowed as guests in a Bed and Breakfast operation at any given time.
  - E. No signs, billboards or other forms of markers of a Bed and Breakfast operation will be allowed on Blanco Bend properties or roads.
  - F. No newspaper, magazine, or similar public advertising of a Bed and Breakfast operation will be permitted. Bed and Breakfast operations may be listed with local agencies providing rental service, or on an individual reservation basis.
  - G. Tenants of a Bed and Breakfast operation are restricted from use of the tennis court and river park.
  - H. Lots 1R, 2R, and 3R, currently owned by Bill and Dody Spencer, are "grandfathered" by virtue of the fact that a previous Board approved their Bed and Breakfast operation on Lots 2R and 3R. As long as Bill and/or Dody Spencer continue to reside on Lot 1R, they will be permitted to continue their operations. However, at such time as any or all of the properties change ownership, all three lots will become subject to these deed restrictions, without exception.
20. These covenants shall run with the land and be binding upon the property until July 1, 2016, at which time such covenants shall be automatically extended for successive periods of ten years each unless by a vote of the majority of the owners of the property so restricted agree to change the covenants or restrictions in whole or in part, which must be done in writing and filed of record in the Deed Records of Hays County, Texas. Prior to the end of each 10-year renewal period, the restrictions may be amended by a vote of the majority of the lot owners of the property subject to these restrictions.



**BLANCO BEND CLUB, INC.**  
**BY-LAWS APPROVED JUNE 30, 2006**

**ARTICLE I—NAME**

The Association shall be known as the Blanco Bend Club, Inc., dba the Blanco Bend Homeowners Association. It is a non-profit corporation under the laws of the State of Texas.

**ARTICLE II—PURPOSE**

The purpose of the Association is to operate and provide facilities, including a swimming area, picnic area, and tennis court in Blanco Bend, an unrecorded subdivision in Hays County, Texas, for the primary benefit of the property owners in Blanco Bend in Hays County, Texas.

**ARTICLE III—MEMBERSHIP**

Only property owners in Blanco Bend who are over twenty-one (21) years of age and of good moral character and H. E. Gumbert, Jr. and Harvin C. Moore, Jr. shall be eligible. Spouses who may take title to their property in Blanco Bend in both their names shall, for all purposes hereunder, be considered only as one property owner and therefore one member.

**ARTICLE IV—MEMBERSHIP PRIVILEGES**

1. Subject to such rules and regulations as the Association. Board of Directors (herein called "Board") may from time to time adopt and to the provisions and limitations of these By-Laws, membership shall entitle such members, their spouses, and all family household to all social privileges of the Association and to the use of the facilities and grounds of the Association so long as the member is not delinquent in the payment of his maintenance tax to the Association. Joint owners of property who are not related by birth or marriage shall be considered as only one property owner and therefore one member. It shall be the duty of such joint owners to notify the Board which joint owner will enjoy the membership, and the joint owners not so designated shall not have the use of the Association facilities and grounds. Corporate owners shall be considered joint owners who are not related by birth or marriage.
2. Each property owner (herein called "member") shall have the right to one vote per lot at all meetings of the membership of the Association, either in person or by proxy. Where a lot is co-owned by more than one member, only one vote shall be allowed for that lot.
3. In the event of dissolution of the Association for any reason, after all expenses of liquidation, debts and obligations of the Association have been paid, any and all remaining assets are to be sold by the Board and the proceeds thereof distributed to the members of the Association in cash on a per lot basis.

**ARTICLE V—OBLIGATIONS OF MEMBERSHIP**

1. Each member shall pay an annual maintenance tax to the Association set by the majority of members each year based upon lots owned. The maintenance tax shall accrue on the first day of January. In addition to the annual maintenance tax, the Board may establish special assessments from time to time. If the maintenance taxes or any special assessments are not paid within 90 days after they become due, they shall be subject to a late charge of 5% of the amount due plus interest at the rate of 18% per annum until paid in full.
2. Any future road assessments can be cut in half for owners of Lots 7, 13, 17, 18, 19, 20, 21 and 22 and 21A, because these lots do not border on Blanco Bend private roads. These owners, however, shall have full use of the Association parks and roads.
3. Membership in the Association shall not be assignable or otherwise transferable in any manner.
4. The right of a member to use Association facilities shall be terminated only:
  - a) Upon termination of ownership of property in Blanco Bend.
  - b) By an affirmative vote of three (3) of the members of the Board of Directors and two-thirds (2/3) of the then property owners in Blanco Bend for a conduct of a member which is detrimental to the Association. The vote shall be conclusive and cannot be reconsidered until twelve (12) months from the date of such vote has elapsed.

**ARTICLE VI—MEETINGS OF MEMBERSHIP**

Section 1—Annual Meeting: The annual meeting of the members should be held in January or February of each year at a time and place set by the Board.

Section 2—Special Meetings: Special meetings of the members shall be held in Hays County, Texas, at such place as may be designated in the notice of the respective meetings. Special meetings of the members may be called by the President or by the Board, or by a majority in number of the members. Written notice of each special meeting of the members, stating the time and place thereof and indicating briefly the purpose or purposes thereof, shall be sent by the Secretary, or in the event of his absence or failure, refusal, inability or omission to so do, by the President to each of the members of the Association, at least five (5) days prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice, or waiver or waivers of notice thereof, any and all business may be transacted at any annual or special meeting of the members.

Section 3—Quorum: At any annual or special meeting thirty-three and one-third percent (33 1/3%) of the members, present in person or by proxy, shall constitute a quorum for all purposes at any meeting of the members, except for purposes of suspending a member's right to use Association facilities or disposing of the Association assets, in which case two-thirds (2/3) of the members must be present in person or by proxy. If the number of members necessary to constitute a quorum at any annual or special meeting of the members shall fail to attend in

person or by proxy, the members present in person or by proxy may adjourn any such meeting from time to time without notice other than by announcement at the meeting until the number requisite to constitute a quorum shall be present or attend in person or by proxy. A majority of the members present in person or by proxy may also adjourn any annual or special meeting from time to time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such adjourned meeting at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified or called.

Section 4—Organization: The President of the Association, and in the event of his absence another Director, shall call meetings of the members to order and shall act as Chairman of such meetings. In the absence of the President or other Director, the members present may appoint a Chairman. The Secretary of the Association shall act as Secretary of all meetings of the members, but in the absence of the Secretary the presiding officer may appoint any person to act as Secretary of the meeting. The books and records of the Association shall be maintained on a fiscal year basis.

Section 4(a)—Calling of Meetings: The President shall call special meetings of the members of the Association at his own discretion or within two (2) weeks, unless otherwise specified, after the receipt of the following:

- (a) A Petition signed by two (2) members of the Board.
- (b) A Petition signed by two-thirds (2/3) of the members.
- (c) A vote of the majority of the members present at any meeting.

Section 5—Voting: Each member shall be entitled to one (1) vote. Each member may vote in person or by proxy appointed by instrument in writing (such proxy form to be approved by the Board) and subscribed by the member or the duly authorized attorney of such member. At all meetings of members all questions, except those already expressly governed by statute, the character of the Association or by the By-Laws, shall be decided by the vote of the majority of the members of the Association present in person or by proxy and entitled to vote, a quorum being present. All voting shall be voice vote except that, upon the determination of the presiding officer of any meeting or upon the demand of any member or his proxy, voting on any further question or questions at any meeting shall be by ballot. Each ballot shall be signed by the member voting or by his proxy. In the event that a vote is taken to dispose of some or all of the assets of the Association, the approval of such action must carry by an affirmative vote of at least three-quarters (3/4) of all members, provided that within the three-quarters (3/4) of the members voting affirmatively, all of the members of the Association who do not own property abutting the Blanco River, join in such affirmative vote.

## ARTICLE VII—BOARD OF DIRECTORS

Section 1—Number and Term of Office: The business and property of the Association shall be managed and controlled by the Association Board of Directors, and subject to the restrictions imposed by law, by the charter, or by these By-Laws, the Board may exercise all the power of the Association. The Board shall consist of six (6) members elected from the membership, and shall be elected at an annual meeting and shall hold office for a term of two (2) years. However, at least one-half of the Directors shall be members whose property does not abut the Blanco River. Each Director shall hold office and serve until his successor shall be elected and shall qualify. Any early termination of a directorship elected by the membership shall be filled by vote of a majority of the Directors then in office.

Section 2—Meetings of Directors: The Directors may hold their meetings and keep the books of the Association, except as otherwise provided by statute, in such place or places in Hays County, Texas, that the Board may from time to time determine.

Section 3—First Meeting: the newly elected Board may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after the annual meeting of the members, or adjourned annual meeting of the members, and no notice of such meeting shall be necessary.

Section 4—Election of Officers: At the first meeting of the Board in each fiscal year at which a quorum is present, the Board shall proceed to the election of the officers of the Association. No notice or waiver of notice of any such first annual meeting shall be required or necessary if it be held immediately after the annual meeting or the adjourned annual meeting of the members, and any and all business of any nature or character may be transacted at such first meeting.

Section 5—Regular Meetings: Regular meetings of the Board shall be held at such time and place as shall be designated from time to time, by resolution of the Board. Notice of such regular meetings shall not be required.

Section 6—Special Meetings: Special meetings of the Board shall be held whenever called by the President, Secretary, or a majority of the Directors then in office. Notice of each special meeting shall be given by an officer of the Association to each Director at his residence or usual place of business at least two (2) days prior to the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Director shall be present, even though without notice, any business may be transacted. However, unless all Directors are present, notice of such special meetings shall be an essential requirement prerequisite to a valid meeting.

Section 7—Quorum: The majority of the Directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum be present or in attendance thereat.

Section 8—Order of Business: At meetings of the Board, business shall be transacted in such order as from time to time the Board may determine. At all meetings of the Board, the President shall preside, and in the absence of the President, a Chairman shall be chosen from the Directors present. The Secretary of the Association shall act as Secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 9—Services: In addition to all powers granted to the Board by the Texas Non-Profit Corporation Act, the Board shall also have power:

- (a) To elect all officers of the Association;
- (b) To make and amend rules for the admission of visitors to the Association premises;
- (c) To make and amend rules for its own government consistent with these By-Laws;
- (d) To make such other rules and regulations, not inconsistent with these By-Laws, as it may deem necessary or advisable;
- (e) To fix and remit penalties for the violations of By-Laws and rules;
- (f) To select the employees and to fix and provide for the payment of salaries or other compensation to the employees;
- (g) To expend the funds of the Association for the purpose of carrying out the objects and purposes thereof; and
- (h) To purchase, receive, lease, or otherwise acquire, own, hold, improve, use or otherwise deal in and with, real or personal property, or any interest therein, wherever situated, as the purposes of the corporation shall, in the discretion of the Board, require; to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets provided, however, that Article VI Section 5 is complied with; to make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, to issue corporate notes, bonds and other obligations, and to secure any of the corporation's obligations by mortgage or pledge, all or any of its property, franchises, and income; to lend money for its corporate purposes, invest and reinvest its funds, and take and hold real personal property as security for the payment of funds so loaned or invested; and to have and exercise all powers necessary or appropriate to effect any or all of the foregoing. The Board of Directors of the corporation shall have the power, by appropriate resolution, to authorize and direct any officer or officers of the corporation to perform such acts and execute such instruments as the Board may deem necessary to carry out the foregoing powers.

An officer may be removed from office at any time by the Board without any cause assigned, and a vacancy in any such office may be filled by the Board at any time. A replacement Director appointed by the Board to fill the vacancy of the term of any member of the Board who was appointed by the membership, shall expire on the date of the next annual meeting and his successor shall be elected to the office by the members of the Association to fill the remainder of the unexpired term. Four (4) Directors of the Board shall constitute a quorum for the transaction of business, but less than a quorum may adjourn the meeting to a stated time and place. It shall take the affirmative vote of at least four (4) Directors to exercise the Board's powers.

#### ARTICLE VIII—OFFICERS

Section 1—Titles and Terms of Office: The officers of the Association shall be a President (who shall be a Director), a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office. All officers shall be subject to removal, with or without cause, at any time, by vote of a majority of the whole Board. A vacancy in the office of any officer shall be filled by vote of a majority of the Directors then in office.

Section 2—Powers and Duties of the President: The President, subject to control of the Board, shall be in general charge of the affairs of the Board, shall be in general charge of the affairs of the Association in the ordinary course of its business; he shall preside at all meetings of the members and of the Board; he may make, sign and execute all deeds, conveyances, assignments, bonds, contracts and other obligations and any and all other instruments and papers of any kind or character in the name of the Association; and, he shall do and perform such other duties as may from time to time be assigned to him by the Board.

Section 3—Treasurer: The Treasurer shall have custody of all funds and securities of the Association which come into his hands. When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board; he may sign all receipts and vouchers for payments made to the Association, either alone or jointly with such officer as is designated by the Board; whenever required by the Board, he shall render a statement of his cash account; he shall enter or cause to be entered regularly on the books of the Association to be kept by him for this purpose full and accurate accounts of all moneys received and paid out on account of the Association; he shall at all reasonable times exhibit his books and accounts to any Director of the Association during business hours; he shall perform all acts incident to the position of Treasurer subject to the control of the Board; he shall, if required by the Board, give such bond for the faithful discharge of his duties in such form as the Board may require.

Section 4—Secretary: The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members in books provided for that purpose; he shall attend to the giving and serving of all notices; he may sign with the President in the name of the Association all contracts, conveyances, transfers, assignment, authorizations and other instrument of the Association. He shall have charge of and maintain and keep such books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon request at the office of the Association during business hours, and he shall in general perform all the duties incident to the office of Secretary subject to the control of the Board.

#### ARTICLE IX—CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

Section 1—The Board of Directors, except as in these otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors or expressly authorized by the By-Laws, no officer or agent

or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

Section 2—No loan shall be contracted on behalf of the Association and no negotiable papers shall be issued in its name unless authorized by the vote of the Board.

Section 3—All checks, drafts and other orders for the payment of money out of the funds of the Association and all notes or other evidences of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board. Withdrawals from CDs or from savings accounts shall be made only upon Board resolution, a copy of which shall be given to the bank.

Section 4—All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such bank or other depositories as the Board may select, and for the purpose of such deposit the President, the Treasurer, the Secretary, or any other officer or agent or employee of the Association to whom such powers may be delegated by the Board, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

#### ARTICLE X—MISCELLANEOUS PROVISIONS

Section 1—Offices: The principal office of the Association shall be in Hays County, Texas.

Section 2—Fiscal Year: The fiscal year of the Association shall end at midnight on December 31 of each calendar year.

Section 3—Notice and Waiver of Notice: Whenever any notice whatever is required to be given under the provisions of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the date of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 4—Resignation: Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein: or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of this resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5—Removal of Director: Any Director may be removed, either for or without cause, at any special meeting of the members by the affirmative vote of a majority in number of the members entitled to vote for the election of such Director, if notice of the intention to act upon such matters shall have been given in the notice calling such meeting. If the notice calling such meeting shall so provide, the vacancy caused by such removal may be filled at such meeting by a vote of a majority of the members represented at such meeting and entitled to vote for the election of Directors.

Section 6—Depositories: The Directors are authorized to select, by appropriate resolution of the Board, such depositories as they shall deem proper for the funds of the Association.

Section 7—Indemnification of Directors: Each person who may have served as a Director or Officer of the Association shall be indemnified by the Association against liabilities imposed upon him and expenses reasonably incurred by him in connection with any claim made against him, on any action, suit or proceeding to which he may be a party by reason of his being, or having been, such Director or Officer including such sums as independent counsel selected by the Board shall deem reasonable payment made in settlement of any such claim, action, suit or proceeding, and further including payments in settlement to avoid expenses of litigation; provided, however, that no Director or Officer shall be indemnified with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for willful negligence or misconduct in performance of duty or with respect to any matters which shall be settled by the payment of sums which counsel selected by the Board shall not deem reasonable payment for avoiding expenses of litigation, or with respect to matters for which such indemnification would be against public policy. Such right of indemnification shall be in addition to any other rights to which Directors or Officers may be entitled.

Section 8—Proxy Forms: Proxy forms referred to herein, shall be understood to include the use of mail ballots. A proxy may only be assigned to a member of the Association.

#### ARTICLE XI—AMENDMENTS

With the exceptions of Article III; V, 4(b); VI, 3; and VI, 5, which shall be non-amendable, these By-Laws may be modified, altered, or amended by a majority vote of the membership, present or voting by proxy, at any annual meeting or at any adjourned session thereof, or any special meeting called for that purpose. All amendments must be approved by the majority of the Board before the amendments become effective and shall be effective as of the date of such approval. An amendment to the By-Laws shall not be resubmitted to the membership for vote more often than once every twelve (12) months.

**BLANCO BEND CLUB, INC.**  
**FINANCIAL STATEMENTS**  
**2013**

**INCOME STATEMENT**

BBC Operating Account Balance 12/31/2012 \$11,131.87

**Receipts**

BBC Annual Dues	\$12,900.00
RM/SR Contributions	1,100.00
Resale Certificates and Transfer Fees	600.00
Interest and Other	<u>00.00</u>

Total Income \$14,600.00

**Expenses**

Insurance Liability and D&O	1,912.00
Office Supplies and Postage	255.05
Secretary-Treasurer Allowance	600.00
Property Taxes	422.17
Annual Meeting and Social Activity	185.96
Parks Maintenance	571.39
Road Maintenance	13,875.35
BBC Shade Fund Transfer	1600.00
RM/SR Shade Fund Transfer	<u>1100.00</u>

Total Expense \$20,521.92

Net Income    (2013 Operating Deficit) (\$5,921.92)    (\$5,921.92)

BBC OPERATING ACCOUNT BALANCE 12/31/2013 \$ 5,209.95

**NOTES**

RM/SR: Rancho Madrone and Shady River, helping maintain Shade Road Front, paid from Shade Fund  
BBC: Maintaining West Blanco Bend, East Blanco Bend, Shade Road Back, paid from BBC funds

Rancho Madrone and Shady River contributions to Shade Fund are shown as income and as transfer to the Shade Fund to reflect the BBC administrative and maintenance responsibilities contained in the "Shade Road Maintenance Agreement" dated June 16, 1995.



**StateFarm**



**State Farm Fire and Casualty Company**  
A Stock Company with Home Offices in Bloomington, Illinois  
Herein called the **Insurer**

**DECLARATIONS PAGE**

**CONDOMINIUM AND HOMEOWNER ASSOCIATION LIABILITY POLICY  
INCLUDING EMPLOYMENT PRACTICES LIABILITY COVERAGE**

Policy No: PS0000004695400  
Renewal of Policy No:

NOTICE: THIS IS A CLAIMS-MADE POLICY. THIS POLICY, SUBJECT TO ITS TERMS, APPLIES ONLY TO **CLAIMS** FIRST MADE DURING THE **POLICY PERIOD** OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

This Declarations Page along with the completed and signed **Application** including attachments, and the Policy Form and Endorsements listed in Item 6., shall constitute the contract between the **Insureds** and the **Insurer**.

Item 1. **Parent Association:** BLANCO BEND CLUB INC

Address: PO Box 757  
Wimberley, TX 78676

Item 2. **Policy Period:**

Effective Date: September 15, 2013      Expiration Date: September 15, 2014  
(12:01 A.M. Standard Time at the Address stated in Item 1.)

Item 3. **Limit of Liability:** \$1,000,000 in the Aggregate.

Item 4. **Retention:** \$1,000 each **Claim**.

Item 5. **Premium:** \$770.00



A LLOYDS COMPANY IN DALLAS, TEXAS

8900 Amberlen Boulevard  
Austin, TX 78729-1110

*General Liability*

L-25-2029-FB7E F V

001313 3123

Named Insured

BLANCO BEND CLUB INC  
PO BOX 757  
WIMBERLEY TX 78676-0757

## DECLARATIONS

Policy Number 90-B8-Y660-6

Policy Period	Effective Date	Expiration Date
12 Months	SEP 15 2013	SEP 15 2014

The policy period begins and ends at 12:01 am standard time at the premises location.

### Agent and Mailing Address

BYRON ECKOLS  
173 FM 3237 STE B  
WIMBERLEY TX 78676-5373

PHONE: (512) 847-9400

## Residential Community Association Policy

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

**This Policy does not provide any SECTION I - PROPERTY coverage**

## SECTION II - LOCATION SCHEDULE

Location Number	Location of Described Premises
001	PO BOX 757 WIMBERLEY TX 78676

## SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.



# TEXAS ASSOCIATION OF REALTORS® 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.**

CONCERNING THE PROPERTY AT 713 SHADE RD  
WIMBERLEY, TX 78676

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?  
☐ WEEKEND HOME 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		✓	
Carbon Monoxide Det.		✓	
Ceiling Fans	✓		
Cooktop	✓		
Dishwasher		✓	
Disposal		✓	
Emergency Escape Ladder(s)		✓	
Exhaust Fans	✓		
Fences <u>PARTIAL</u>		✓	
Fire Detection Equip.		✓	
French Drain		✓	
Gas Fixtures		✓	
Natural Gas Lines		✓	

Item	Y	N	U
Liquid Propane Gas:		✓	
-LP Community (Captive)		✓	
-LP on Property		✓	
Hot Tub		✓	
Intercom System		✓	
Microwave		✓	
Outdoor Grill		✓	
Patio/Decking	✓		
Plumbing System	✓		
Pool		✓	
Pool Equipment		✓	
Pool Maint. Accessories		✓	
Pool Heater		✓	

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

Item	Y	N	U	Additional Information
Central A/C		✓		<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers		✓		number of units: <u>3</u>
Wall/Window AC Units	✓			number of units: _____
Attic Fan(s)		✓		if yes, describe: _____
Central Heat		✓		<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat	✓			if yes, describe: <u>1 WINDOW + 2 ROOMS WITH BASEBOARD</u>
Oven		✓		number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney	✓			<input checked="" type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport		✓		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage		✓		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers		✓		number of units: _____ number of remotes: _____
Satellite Dish & Controls		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: <u>1</u>
Water Softener		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler		✓		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility	✓			if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 01-01-14

Initialed by: Buyer: 

and Seller: 

Page 1 of 5

RE/MAX Wimberley, REALTORS 12111 Ranch Road 12 Wimberley, TX 78676  
Allison AJ Harwood

Phone: 512 848 6612

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

713 SHADE RD

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

713 SHADE RD  
WIMBERLEY, TX 78676Water supply provided by: ☐ city ☐ well ☐ MUD ☐ co-op ☐ unknown ☒ other: WIMBERLEY WATER CORP.Was the Property built before 1978? ☐ yes ☐ no ☒ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: COMPOSITION Age: UNKNOWN (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

☐ yes ☐ no ☒ unknownAre 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
Basement		✓
Ceilings		✓
Doors		✓
Driveways		✓
Electrical Systems		✓
Exterior Walls		✓

Item	Y	N
Floors		✓
Foundation / Slab(s)		✓
Interior Walls		✓
Lighting Fixtures		✓
Plumbing Systems		✓
Roof		✓

Item	Y	N
Sidewalks <u>N/A</u>		
Walls / Fences		✓
Windows		✓
Other Structural Components		✓

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N
Aluminum Wiring <u>UNKNOWN</u>		
Asbestos Components		✓
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____		✓
Endangered Species/Habitat on Property		✓
Fault Lines		✓
Hazardous or Toxic Waste		✓
Improper Drainage		✓
Intermittent or Weather Springs		✓
Landfill		✓
Lead-Based Paint or Lead-Based Pt. Hazards		✓
Encroachments onto the Property		✓
Improvements encroaching on others' property		✓
Located in 100-year Floodplain * 1	✓	
Located in Floodway * 2	✓	
Present Flood Ins. Coverage (If yes, attach TAR-1414)		✓
Previous Flooding into the Structures		✓
Previous Flooding onto the Property * 3	✓	
Located in Historic District		✓
Historic Property Designation		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓

Condition	Y	N
Previous Foundation Repairs		✓
Previous Roof Repairs		✓
Other Structural Repairs <u>REINFORCED FLOOR</u>		✓
Radon Gas		✓
Settling		✓
Soil Movement		✓
Subsurface Structure or Pits		✓
Underground Storage Tanks <u>SEPTIC TANK</u>	✓	
Unplatted Easements		✓
Unrecorded Easements		✓
Urea-formaldehyde Insulation		✓
Water Penetration		✓
Wetlands on Property		✓
Wood Rot		✓
Active infestation of termites or other wood destroying insects (WDI)		✓
Previous treatment for termites or WDI * 4	✓	
Previous termite or WDI damage repaired		✓
Previous Fires		✓
Termite or WDI damage needing repair		✓
Single Blockable Main Drain in Pool/Hot Tub/Spa*		✓

(TAR-1406) 01-01-14

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

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

\*1 \*2 Property extends to the center of the BLANCO RIVER  
\*3  
\* PREVENTIVE MAINTANANCE FOR WDI

\*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 (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 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: \_\_\_\_\_  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are: ☐ mandatory ☐ voluntary  
Any unpaid fees or assessment for the Property? ☐ yes (\$ \_\_\_\_\_) ☐ no  
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☐ ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: \_\_\_\_\_
- ☐ ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☐ ☒ Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☐ ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.



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

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 6. Seller** ☒ **has** ☐ **has not attached a survey of the Property.**

**Section 7. 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 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Homestead           | <input type="checkbox"/> Senior Citizen     | <input type="checkbox"/> Disabled         |
| <input type="checkbox"/> Wildlife Management | <input type="checkbox"/> Agricultural       | <input type="checkbox"/> Disabled Veteran |
| <input type="checkbox"/> Other: _____        | <input checked="" type="checkbox"/> Unknown |   |

**Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider?** ☐ **yes** ☒ **no**

**Section 10. 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 11. 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.*

(TAR-1406) 01-01-14

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

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

713 SHADE RD  
WIMBERLEY, TX 78676

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.

 3/9/2014  3/19/14  
Signature of Seller Date Signature of Seller Date  
Printed Name: **ANANTH DODABALAPUR** Printed Name: **RATI DODABALAPUR**

**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 [www.txdps.state.tx.us](http://www.txdps.state.tx.us) . 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 you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: <u>PEDERNALES ELECTRIC</u>	phone #: _____
Sewer: _____	phone #: _____
Water: <u>WIMBERLEY WATER CORP.</u>	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____

- (5) 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: \_\_\_\_\_



# TEXAS ASSOCIATION OF REALTORS®

## INFORMATION ABOUT ON-SITE SEWER FACILITY

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**CONCERNING THE PROPERTY AT** 713 SHADE RD  
WIMBERLEY, TX 78676

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

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown  
☐ \_\_\_\_\_
- (2) Type of Distribution System: GRAVITY FLOW ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: FRONT OF HOUSE AND TO THE LEFT WHEN FACING  
HOUSE ☐ Unknown
- (4) Installer: \_\_\_\_\_ ☒ 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? UNKNOWN
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

### C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:  
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed  
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☐ \_\_\_\_\_
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**

(TAR-1407) 1-7-04

Initialed for Identification by Buyer \_\_\_\_\_ and Seller \_\_\_\_\_

RE/MAX Wimberley, REALTORS 12111 Ranch Road 12 Wimberley, TX 78676  
Phone: 512.848.6612

Fax: \_\_\_\_\_ Allison AJ Harwood

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

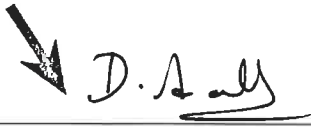
713 SHADE RD

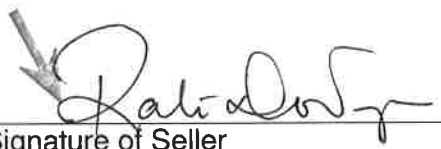
Page 1 of 2

- D. INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

 3/9/2014  
\_\_\_\_\_  
Signature of Seller Date  
ANANTH DODABALAPUR

 3/9/2014  
\_\_\_\_\_  
Signature of Seller Date  
RATI DODABALAPUR

 Receipt acknowledged by:

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

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

San Marcos - Hays County Health Department

APPLICATION FOR A PERMIT TO INSTALL A SEPTIC TANK

(New)

Owner John Monahan Contractor Tom Fuchs  
Address Wimberley, Tex. Address Wimberley, Tex.  
Location of septic tank system installation Approx. 5 ft  
from foundation of residence.  
Block Number Section 2 Addition Blanco Bend  
Lot Number 4A Street & Number old y w d Camp Rd.  
Size or Square Feet in House 744 sq. ft. Living area.  
Smithville Cedar cutting  
Number of Bedrooms 2 Number of Baths   
Washing Machine YES Garbage Grinder NO

Perc. Data: one inch fall in 15 Minutes

Approval is given for construction of this septic tank with the following specifications:

Material Concrete Capacity 750 gal Septic  
Use one of the following four:

- (1)      Ft. in 18 inch wide trench (3)      Ft. in 24 inch wide trench  
(2)      Ft. in 30 inch wide trench (4) 128 Ft. in 36 inch wide trench

Distance between lines 10 ft Effective absorption 384 sq. ft. trench  
Gravel 12 in Total Beneath 6 in bottom  
Distance from: Foundation 5 ft Lot Line 10 ft  
Front--Back--Side

Distance from any water well 150 ft.

Call for final inspection before covering.

Tom Fuchs  
Signature of Applicant

Date 2/19/76

Approved: Rolon Gallant, M.D.  
County Health Officer

Inspection Fee \$ 20.00

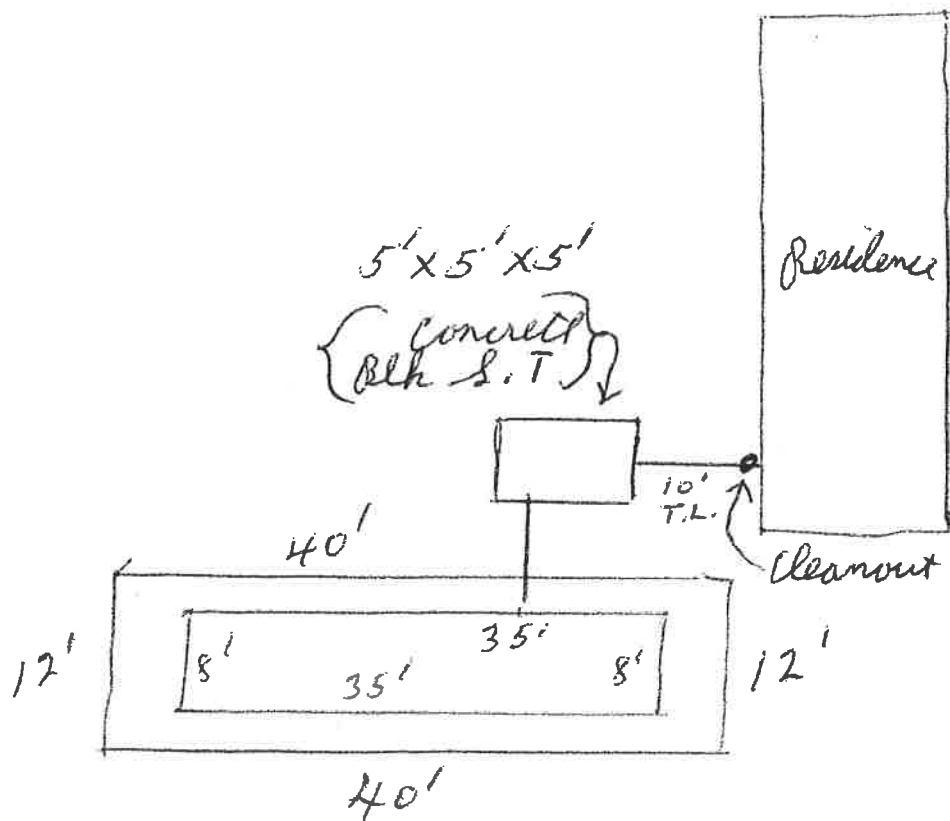
By: Clifford J. Conner R.S.  
Inspector

Permit Number 1698





Drainage 7/23/16  
C. J. Conner



900 gal S.T.  
Blk - 40' x 12'  
480 lb. ft. trench lath  
12 in gravel total  
86' of 4 in PVC Per.



TEXAS ASSOCIATION OF REALTORS®  
**GENERAL INFORMATION AND NOTICE TO A BUYER**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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**Be an informed buyer. Make sure that the property you want to purchase meets your needs. The following information may assist you during your purchase.**

**ANNEXATION.** If the property you buy is outside the limits of a municipality, you should be aware that the property may later be annexed by a nearby municipality. You may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

**APPRAISAL.** An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

**BROKERS.** A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. You may work with the broker or with one of the broker's agents. You will be provided a form titled "Information About Brokerage Services" (TAR 2501) which defines agency relationships. The agent may help you locate a property and is obligated to *negotiate* the transaction. The agent may assist you in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. You are encouraged to seek the assistance of an attorney to help you understand any of the legal consequences and provisions of your contract or transaction.

**ENVIRONMENTAL CONCERNS.**

*General.* Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

*Environmental Inspections.* If you are concerned that environmental hazards, wetlands, or endangered species may be present on the property you wish to buy, you should hire a qualified expert to inspect the property for such items. You may include a promulgated addendum (TAR 1917) in your contract that may address such matters.

*Lead-Based Paint.* If you buy a property that was built before 1978, federal law requires that you be provided with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TAR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

*Mold.* It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TAR 2507) which discusses mold in more detail.

*Oak Wilt and Diseased Trees.* There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If you are concerned about such matters, have the trees and other plants inspected by a professional of your choice.

*Noise.* Properties around the property you may buy are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). You are encouraged to drive and review the area around any property in which you are interested at various times and days.

**EXPANSIVE SOILS.** Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if you buy a property that is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. Check with your inspector and other experts on preventive methods that you can follow to minimize the risk of such movement.

**FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE.** Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. The Texas Association of REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TAR 1414), which discusses flood hazard areas and floodways in more detail. You are encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

**HISTORIC OR CONSERVATION DISTRICTS.** Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If you are concerned whether the property you wish to buy is located in such a district, contact the local government for specific information.

### **INSPECTION, REPAIRS, & WALK-THROUGH.**

*Inspections.* You are encouraged to have the property you want to buy inspected by licensed inspectors of your choice. You should have the inspections completed during any option period. You should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If you request names of inspectors or repair professionals from your agent, you should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

*Repairs.* You and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs you may request before the option period expires.

*Walk-Through.* Before you close the sale, you should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, notify your agent before you close.

**MANDATORY OWNERS' ASSOCIATIONS.** The property you buy may require you to be a member in one or more owners' associations. You may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). You may be required to pay for the subdivision information unless you negotiate otherwise in the contract. If membership in an owners' association is required, you will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

**MINERAL INTERESTS.** Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or a part of the mineral interests. The Texas Association of REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms": (TAR No. 2509) which discusses this issue in more detail.

**MULTIPLE LISTING SERVICE.** The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, other real estate professionals, and the appraisal districts) have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides you with information from the MLS does not verify the accuracy of the information. You should independently verify the information in the MLS and not rely on the information.

**POSSESSION.** Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease*. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. You may need to verify with the lender if the loan will fund on the day of closing. You should also take this potential delay into account when planning your move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

**PROPERTY INSURANCE.** Promptly after entering into a contract to buy a property and before any option period expires, contact your insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. The Texas Association of REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TAR 2508), which discusses property insurance in more detail.

**RESIDENTIAL SERVICE CONTRACTS.** A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If you request names of residential service companies from your agent, you should note that the agent is not making any representation or warranty about the service company.

**SCHOOL BOUNDARIES.** School boundaries may change and are, at times, difficult to determine. The school boundaries that your agent may provide to you or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. You are encouraged to verify with the school district which schools residents in the property will attend.

**SEPTIC TANKS AND ON-SITE SEWER FACILITIES.** Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TAR 1407) for more information. You should also determine if the county requires any registration or other action in order for you to begin using the septic system or on-site sewer facility.

**SEX OFFENDERS AND CRIMINAL ACTIVITY.** If you are concerned about sex offenders who may reside in the area in which you are buying, access [www.txdps.state.tx.us](http://www.txdps.state.tx.us). Contact the local police department to obtain information about any criminal activity in the area.

**SQUARE FOOTAGE.** If you base your purchase price on the size of the property's building and structures, you should have any information you receive about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

**STATUTORY TAX DISTRICTS.** The property you buy may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). You are likely to receive a prescribed notice when buying property in such a district.

**SURVEY.** A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. You should obtain a survey early enough in the transaction to help you identify any encroachments, encumbrances to title, or restrictions. Your contract will typically contain a provision under which you may obtain or be provided with a survey and the right to object to encumbrances to title disclosed in the survey.

**SYNTHETIC STUCCO.** Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property you wish to buy has synthetic stucco, ask your inspector to carefully inspect the siding and ask your inspector any questions you may have.

**TAX PRORATIONS.** Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

**TERMINATION OPTION.** Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. You will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. You must strictly comply with the time period under the option. The option period is not suspended or extended if you and the seller negotiate repairs or an amendment. If you want to extend the option period you must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. Do not rely on any oral extensions.

**TIDE WATERS.** If the property you buy adjoins any of the state's tidal waters, you will be given a prescribed notice titled, "Addendum for Coastal Area Notice" (TAR 1915) at the time you sign a contract. Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Canal, you will receive a separate notice (TAR 1916).

**TITLE INSURANCE OR ABSTRACT OF TITLE.** You should obtain a title insurance policy or have an abstract of title covering the property examined by your attorney. If you obtain a title insurance policy, you should have the commitment of title insurance reviewed by your attorney not later than the time required under your contract.

**UTILITIES.** You should evaluate what utilities you will require and check to be sure that the utilities available in the area suit your needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

**WATER WELLS.** If the property you buy has a water well, you should have, and the lender may require, the equipment inspected and water tested. You should also determine if the county requires any registration or other action in order for you to begin using the water well.

**OTHER.** N/A

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

RE/MAX WIMBERLEY, REALTORS

Broker's Printed Name

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Broker's Associate's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**ALLISON "AJ" HARWOOD**

(TAR-1506) 3-2-12





**ENVIRONMENTAL ASSESSMENT, THREATENED OR  
ENDANGERED SPECIES, AND WETLANDS ADDENDUM****TO CONTRACT CONCERNING THE PROPERTY AT****713 SHADE RD, WIMBERLEY, TX 78676**

(Address of Property)

- ☒ A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- ☒ B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- ☒ C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 10 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer

Seller **ANANTH DODABALAPUR**

Buyer

Seller **RATI DODABALAPUR**

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# ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 713 SHADE RD WIMBERLEY  
(Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
  - ☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_
  - ☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
  - ☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_
  - ☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS** (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- ☒ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT** (check applicable boxes):

- ☒ 1. Buyer has received copies of all information listed above.
- ☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Other Broker \_\_\_\_\_ Date \_\_\_\_\_

Seller D. A. all 3/11/14 Date

ANANTH DODABALAPUR

Seller Rati D 3/9/14 Date

RATI DODABALAPUR

Listing Broker Allison Harwood Date

ALLISON "AJ" HARWOOD

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TEXAS ASSOCIATION OF REALTORS®  
**INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS**

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**CONCERNING THE PROPERTY AT** 713 SHADE RD  
WIMBERLEY, TX 78676

**A. FLOOD AREAS:**

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area lies in a "V-Zone" or "A-Zone" as noted on flood insurance rate maps. Both V-Zone and A-Zone areas are areas with high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

**B. AVAILABILITY OF FLOOD INSURANCE:**

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

**C. GROUND FLOOR REQUIREMENTS:**

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
  - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
  - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
  - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
  - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters;
  - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
  - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

#### **D. COMPLIANCE:**

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
  - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
  - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
  - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

**E. ELEVATION CERTIFICATE:**

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

**You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.**

Receipt acknowledged by:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Signature\_\_\_\_\_  
Date



**TEXAS ASSOCIATION OF REALTORS®**  
**INFORMATION ABOUT PROPERTY INSURANCE FOR A BUYER OR SELLER**

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**A. The availability and the affordability of property insurance may affect both the buyer and the seller.**

Typically a buyer will seek to insure the property. Most mortgage lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance at or before closing may delay the transaction or cause it to end, either of which can impose both inconvenience and cost to both the buyer and the seller.

**B. There are a number of factors that affect the availability and affordability of insurance.**

- (1) The level of coverage will significantly affect the cost of insurance. There are several levels of insurance coverage. For example:
  - (a) a policy may cover the replacement cost of the improvements and the replacement cost of many personal items in the property in the event of most casualties;
  - (b) a policy may cover only value of the improvements and exclude many casualties; or
  - (c) a policy may cover casualties and costs between the two noted extremes under (a) and (b).
- (2) Coverage levels and prices vary from company to company. There are many insurance companies conducting business in Texas who offer a variety of insurance products at various prices.
  - (a) One insurance company may refuse to insure a particular property or person while another insurance company may elect to do so.
  - (b) One insurance company may charge a significantly lower premium than another insurance company for the same or similar coverage.
  - (c) Generally, each insurance company has specific guidelines by which it prices its insurance policies. The following are examples of criteria that an insurance company may use in evaluating an application for insurance. The criteria vary from company to company.
    - (1) Past claims filed against the property to be insured in the 5 years preceding the application.
    - (2) Past claims filed by the applicant to be insured in the 5 years preceding the application.
    - (3) The applicant's insurance credit score.
    - (4) The past relationship between the insurance company and the applicant.
    - (5) The physical characteristics of the property such as condition, age, location, or construction materials.

**C. Most insurance companies participate in the Comprehensive Loss Underwriting Exchange (CLUE) and obtain a CLUE report to evaluate the claims history of the property and the applicant.**

- (1) Most insurance companies contribute information about claims to an insurance industry database known as CLUE (a registered trademark of Equifax, Inc.). An insurance company obtains a CLUE report when evaluating an application for insurance.
- (2) A CLUE report contains information about the claims history of the property and of the applicant for insurance.
  - (a) The CLUE report contains only data and does not inform the buyer or seller whether insurance is or is not available or at what cost.
  - (b) Insurance companies use the CLUE report in different ways.
  - (c) It is best to speak with an insurance agent with respect to how the information in a particular CLUE report affects the affordability and availability of insurance.



- (3) While CLUE reports are generally accurate, there may be errors in the reports.
  - (a) An event may be listed as a claim even though the insurance company did not pay any proceeds (for example, the cost of repair did not exceed the deductible or an inquiry may be incorrectly classified as a claim).
  - (b) Federal law permits a person to challenge inaccurate information. One may contact the administrator of the CLUE report (Lexis-Nexis) to correct information in a CLUE report.
- (4) A property owner may, for a fee, obtain the CLUE report on his or her property through companies such as Lexis-Nexis (<https://personalreports.lexisnexis.com>, 1-866-312-9076), A-Plus (800-709-8842) or other companies, most of whose services are accessible via the Internet. An owner may also contact the Equifax Insurance Consumer Center at 800-456-6004.

**D. Promptly after entering into a contract to buy a property in Texas, the buyer should take the following steps to avoid delays in closing and to avoid additional costs.**

**If the buyer has the option to terminate the contract, the buyer should make sure that the buyer and the insurance agent have completed the following steps before the option expires.**

- (1) Contact one or more insurance agents.
  - (a) The buyer should discuss the various levels of coverage with an insurance agent and ask questions that are necessary so the buyer understands the levels of available coverage.
  - (b) Insurance agents can provide applicants with written summaries of the various coverage levels.
  - (c) Basic summaries are available at the websites noted in Paragraph E.
- (2) **Submit an application** for insurance with the insurance agent of the buyer's choice.
  - (a) Applying for insurance promptly after entering into a contract to buy a property helps avoid surprises or delays in closing the transaction.
  - (b) Prompt application permits the buyer time to evaluate various coverage levels and prices.
  - (c) Delaying the application for insurance may limit opportunities to obtain the most suitable coverage and may limit opportunities to address any unforeseen problems or delays in obtaining coverage.
  - (d) In recent years, many transactions have been delayed or terminated because of problems associated with obtaining insurance.
- (3) Ask for written confirmation from the insurance agent that the insurance company:
  - (a) has received the application;
  - (b) has reviewed the applicant's CLUE report; and
  - (c) has conducted all necessary reviews to issue a policy at the particular price quoted (some insurance companies may ask for specific information or may wish to inspect the property).
- (4) Verify that the insurance coverage the buyer chooses is acceptable to the buyer's lender.

**E. If one is not able to obtain insurance at a reasonable price or more information is needed, contact the Texas Department of Insurance ([www.helpinsure.com](http://www.helpinsure.com) or [www.tdi.state.tx.us](http://www.tdi.state.tx.us)).**

Receipt acknowledged by:

Signature

Signature



# PROTECTING YOUR HOME FROM MOLD

JUNE 2002

Mold growth problems can adversely affect many homeowners in Texas. Homeowners who act quickly and appropriately can prevent or correct conditions that may cause mold growth. The Texas Department of Health (TDH) and Texas Department of Insurance (TDI) prepared this publication to help you understand the concerns related to mold growth and to provide some effective steps you can take to help prevent mold growth. The following information will help protect your investment in your home and may prevent the possibility of health risks due to mold exposure.

*If you are a renter, you should contact your landlord or property manager immediately when you have a maintenance need related to water damage.*

## WHAT ARE MOLDS?

Molds are microscopic organisms commonly found both indoors and outdoors. Molds, along with mushrooms and yeast, are known scientifically as fungi. Their purpose in nature is to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need a food source - any organic material, such as leaves, wood, paper, or dirt - and moisture. Since molds grow by "eating" the organic material, they gradually destroy whatever they are feeding on. Mold growth on surfaces can often be seen as a colored spot, frequently green, gray, brown, black or white. It commonly appears as a powdery, fuzzy, or hair-like material. Actively growing molds typically produce odors, sometimes described as earthy or moldy, or like mildew, old dirty socks, or ammonia. Molds release thousands of microscopic spores, which are lightweight, easily airborne and carried by air currents to surrounding areas. The spores must have both food and moisture to actually start growing, similar to plant seeds.

## WHAT DO I DO IF A LEAK OCCURS?

Whether or not the water damage may be covered by your insurance policy, it is important to act quickly to prevent further damage to your home.

- Immediately stop the source of leak or flooding.
- Remove excess water with mops or a wet vacuum. If the damage is significant, consider contacting a water extraction company for immediate action.
- Whenever possible, move wet items to a secure, dry and well-ventilated area or outside to expedite drying.
- Protect repairable and undamaged items from further damage.
- Move rugs and pull up areas of wet carpet as soon as possible.
- Increase circulation in and around wet areas by opening closet and cabinet doors, moving furniture away from walls and running fans.
- If necessary, remove wallboard and flooring materials to dry out those areas.
- Don't throw away removed or damaged materials until instructed by your insurance company.
- Dry any damp or wet building materials and furnishings within 24-48 hours.
- Keep all receipts, photos and other relevant documents.
- Contact your insurance company, if applicable.

**NOTE:** The sooner the affected areas dry out and the source of the leak is repaired, the better your chances of minimizing damage to your property. If the water cannot be removed and the area dried promptly and efficiently, consider contacting a water extraction company for immediate action.

## RESOURCES

For additional information, consult the mold and/or indoor air quality resources at the following:

**Texas Department of Health**  
[www.tdh.state.tx.us/beh/iaq/](http://www.tdh.state.tx.us/beh/iaq/)  
1-800-572-5548

**U.S. Environmental Protection Agency**  
[www.epa.gov/iaq/](http://www.epa.gov/iaq/)  
1-800-438-4318

**Texas Department of Insurance**  
[www.tdi.state.tx.us/commish/mold.html](http://www.tdi.state.tx.us/commish/mold.html)  
1-800-252-3439

## WHY ARE MOLDS A CONCERN?

### Damage to the Home

It is common to find mold spores in the air inside homes, and on most surfaces including clothes, walls, and furniture. Most of the time mold spores found indoors come from outdoor sources. Routine cleaning of your home and furnishings helps keep these levels low. Cleaning small areas of visible mold, such as mold that may occur around your shower, is necessary to prevent unsanitary conditions.

The level of concern greatly increases when there are large amounts of active mold growth in your home. Large-scale mold problems are most likely to occur when there has been an on-going water leak, a flood, or very high levels of humidity in the home. Indoor mold growth may cause very high levels of airborne mold spores, which, in turn, may cause the spread of mold growth from the original source to other areas of the home where high moisture levels exist. Extensive mold growth can damage your home and belongings, such as carpets, sofas and cabinets. In time, unchecked mold growth can cause damage to the structural elements in your home. While there is no practical way to eliminate all mold and mold spores in the indoor environment, keeping your home clean and dry can prevent extensive mold growth and its related damage.

### Health Effects

The vast majority of people are exposed to small amounts of mold or their spores on a daily basis without evident harm. However, mold growing inside a home is an unsanitary condition that may present potential health risks to occupants. Therefore, it is always best to identify and correct high moisture conditions quickly before mold grows and possible health problems develop.

Potential health effects produced by molds may include allergic, irritating, or toxigenic effects, and rarely, infection. Allergic reactions are generally the most common health effect. Typical symptoms (alone or in combination) reported by people living in moldy homes include:

- respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- sneezing and/or nasal congestion
- eye irritation (itching, burning, watery, or reddened eyes)
- coughing or throat irritation
- skin rashes or irritation
- headaches
- fatigue

The potential health effects depend on the amounts and types of mold present, the length and frequency of exposure, and the sensitivity and health condition of exposed individuals. While many people seldom experience ill effects from mold exposures, some may develop very serious illnesses. Some persons exposed to mold or mold spores may become sensitized and develop allergies to the mold or other health problems. Even "dead" mold (including spores and pieces of mold) may still cause allergy, irritation, or toxigenic reactions. Thus, killing mold without removing the residue may still be a health concern. Complete removal and thorough cleanup of mold is the safest solution.

Individuals at greater risk who may experience more severe symptoms or become ill more rapidly than others include:

- individuals with existing respiratory conditions, such as allergies, asthma, or chemical sensitivities
- individuals with weakened immune systems due to conditions such as HIV infection or cancer treatment
- infants and young children
- the elderly

*Anyone with a health problem they believe may be due to mold exposure should consult a medical professional.*

Since you cannot remove all food sources for molds, it is important as a homeowner to take sensible precautions to prevent moisture from creating a breeding ground for mold.

### MOISTURE CONTROL

- Maintain levels of humidity below 60% (preferably between 30% and 50%) by
  - venting bathrooms, dryers and other moisture-generating sources to the outside
  - avoiding blockage of air conditioning vents
  - using air conditioners and de-humidifiers
  - increasing ventilation by installing additional crawlspace and attic vents, opening windows or installing an air-to-air heat exchanger
  - using exhaust fans when cooking, dishwashing and cleaning
  - avoiding the use of unvented heaters or high heat in confined areas
  - setting the air conditioning thermostat to "auto" to prevent circulation of humid air.
- Add insulation to reduce the potential for condensation on cold surfaces (windows, piping, exterior walls, roof or floors).
- Consider using moisture sensors that sound an audible alarm when a leak occurs.

### OTHER PRECAUTIONS

- **Water Valve** - Make sure everyone in the household knows where the main valve is located and how to turn the water off.
- **Rain Gutters and Downspouts** - Direct rainwater away from your home. Keep gutters clear and make sure downspouts are long enough to effectively carry water away from your foundation. Gutters that are filled with leaves and other debris allow water to back up on the roof, which can result in water damage to eaves and roofing material.
- **Insulate Pipes and Outside Faucets** - Minimize the potential for water damage from frozen, broken pipes by insulating supply lines (in attic, crawlspaces and exterior walls), protecting exposed outdoor faucets, sealing gaps in exterior walls and maintaining adequate heat in your home.
- **Sump Pump** - The sump pump is the first line of defense in preventing water seepage into basements. Periodically check the sump and remove any debris that could clog the pump. Consider installing a battery-powered backup to protect your basement during power outages.
- **Don't block weep holes** - Weep holes are openings at the foundation level of a brick wall that allow moisture to escape from behind the wall. Do not close or block these openings.
- **Monitor Utility Bills** - An abnormally high water bill could signal a water leak.
- **Before You Travel** - Turn the water off at the main valve or at major appliances. While you are away, consider leaving a house key and contact information with a neighbor or trusted friend and ask the person to check the inside and outside of your home periodically while you are away.

### PREVENTION

- Purchase paint with EPA approved mold inhibitors
- Clean bathrooms often with mold killing products and keep surfaces dry
- Do not carpet bathrooms, basements, kitchens or other areas prone to collect moisture
- Repair damages that could lead to water intrusion promptly and properly
- Ensure that the home has adequate ventilation, including exhaust fans in the kitchen and bathrooms

### INSPECTION

Inspect your home regularly for the indications and sources of indoor moisture. Establish a maintenance schedule to check the following sources of water leaks on a regular basis. Contact a maintenance or service company with any questions or concerns.

- **Hot Water Heaters** - Over time, these appliances may rust or develop cracks, and the resulting leaks can be very costly. Check your water heater for rust and deterioration every year. Check the drain pan for water and ensure that the drain line for the overflow pan is not clogged. Drain and clean the water heater as recommended by the manufacturer.
- **A/C Drain Lines** - Damage can occur when the line that drains condensation from the evaporator coils becomes clogged and water overflows from the drip pan. To prevent this, periodically check the drip pan for water and consider an annual inspection or service call to reduce the buildup of algae and mold in the drain line.
- **Appliance Hoses** - Broken hoses are among the most common causes of water damage. Regularly inspect hoses and hose fittings on washing machines, icemakers and dishwashers for kinks, cracks, bulges or evidence of deterioration. Replace standard rubber washing machine hoses every two to five years, or more frequently if they are showing signs of wear. Consider using steel-reinforced hoses for longer life.
- **Showers, Tubs, Sinks and Toilets** - Water that leaks from around bathtubs, showers, sinks and toilets can cause extensive damage because the leak is often hidden from view. To prevent leaks, make sure you have a continuous watertight seal of caulk around the edges of sinks, toilets, tubs and shower stalls. Cracks or mold on the caulk or on the grout at tiles on walls or shower floors may indicate that you do not have a watertight seal. Remove all caulk or grout, clean and dry the surface thoroughly, and apply fresh caulk. Do not apply new caulk or grout on top of the old materials.
- **Visible Piping** - Routinely check piping under cabinets and sinks for leaks, rust and evidence of deterioration.
- **Waste/Garbage Disposal System** - Routinely check for cracking or other sources of leaks in the waste disposal system.
- **Caulking around Windows, Doors, Penetrations and Cracks** - Windows and doors should have a continuous bead of caulk sealing them to the exterior surface of the home. Penetrations of the exterior walls by pipes, electrical conduit, phone or cable lines, and exhaust ducts should also be caulked. Cracks or mold on the caulk may indicate that you do not have a watertight seal. Remove all caulk, clean and dry the surface thoroughly, and apply fresh caulk. Do not apply new caulk on top of the old caulk.
- **Attic and Ceilings** - Routinely check for wet insulation and water stains.
- **Wallpaper** - Routinely check for bubbling and/or peeling, as well as pink or black stains.
- **Roofs** - Keep roofs free of debris that can damage roofing material and allow water to seep in. Trim tree branches to prevent them from rubbing and damaging the roof. Promptly repair missing or damaged shingles. Properly seal any cracks around chimneys, skylights and vents. Check metal flashing for holes, cracks or other damage. Replace flashing or use silicon caulk to seal any openings.
- **Landscape** - Yards should slope away from the house to prevent puddling near the foundation or under pier and beam houses.
- **Sprinklers and Irrigation System** - Do not allow sprinklers or sprinkler heads to soak the exterior of the home.
- **Check for evidence of water stains or odors, particularly after rains, on areas that could get wet.**

### POTENTIAL SIGNS OF MOLD GROWTH

- Unexplained discoloration on any surface
- Musty odor
- Dark spots on or around vents
- Water stains anywhere
- Peeling or curling of vinyl floors or wallpaper



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Page 2 of 2

713 SHADE RD



# CAUTION

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 07/31/2009)

## For Your Protection: Get a Home Inspection

### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



# CAUTION





## TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- improperly installed or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- improperly installed or missing arc fault protection (AFCI) devices for electrical receptacles in family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, or similar rooms or areas;
- ordinary glass in locations where modern construction techniques call for safety glass;
- the lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices; and
- lack of electrical bonding and grounding.

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)



**TREC No. OP-1**

This form is available on the TREC website at [www.trec.state.tx.us](http://www.trec.state.tx.us)

(TAR 2504) 10-10-11



**NOTICE REGARDING OAK WILT IN CENTRAL TEXAS**

**ADDENDUM TO EARNEST MONEY CONTRACT BETWEEN THE UNDERSIGNED  
PARTIES CONCERNING THE PROPERTY AT:**

**713 Shade Rd., Wimberley, Texas 78676**

**THERE MAY BE OAK WILT ON THE PROPERTY THAT YOU ARE ABOUT TO PURCHASE**

OAK WILT is one of the most destructive tree diseases in the United States. The disease has killed more than 1 million trees in Central Texas. Oak wilt is caused by the fungus *Ceratocystis fagacearum*. The spores of the fungus invade and clog the tree's water conducting system, call xylem.

Oak wilt has been found in over 60 counties and in almost every city in Central Texas. It can be a problem wherever live oaks tend to be the predominate tree. It does not matter whether they are transplanted or naturally grown. An individual tree's age, size or previous health status does not make it more or less likely to contract or die from oak wilt.

Live Oaks die in the greatest numbers, most often in expanding areas called Oak Wilt Centers. Red Oaks are the most susceptible. They typically die within 2-4 weeks of symptom appearance. Common red oaks are Spanish, Texas, Shumard, Pin, and Blackjack. White oaks are least susceptible. Very few have been identified with oak wilt in Texas. They generally survive for a number of years with the disease. Common White Oaks – Post, Bur, Chinkapin, Monterrey.

**OUR EXPERTISE:**

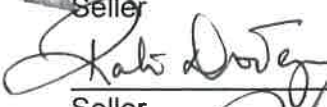
- We cannot make representations or guarantees because we are not trained in identifying the condition of trees and their diseases and have no expertise in the area of plant diseases.

**THEREFORE, WE RECOMMEND:**

- That you take whatever other measure you feel is necessary to satisfy yourself about the condition of the property and its surroundings.
- That you accompany the inspectors and other experts during their inspections and ask any questions you have about the property.

Other Information: If you are concerned or desire additional information, you may call your County Agricultural Extension Service, or if you have access to the internet, go to <http://www.texasoakwilt.org/>

 3/9/2014  
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Seller Date

 3/9/2014  
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Seller Date

  
\_\_\_\_\_  
Listing Agent Date

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Buyer Date

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Buyer Date

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Buyer's Agent Date