



TEXAS ASSOCIATION OF REALTORS®

NOTICE OF INFORMATION FROM OTHER SOURCES

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To: BUYER:
BUYER:

From: ALLISON "AJ" HARWOOD (Broker)

Property Address: 1508 & 1474 ROSE LN, CANYON LAKE , TX 78676

Date: March 12, 2015

- (1) Broker obtained the attached information, identified as SELLERS DISCLOSURE PACKAGE INCLUDING TAR FORMS: 2501, SURVEY, PLAT MAP, RESALE CERTIFICATE, RESTRICTIONS, 1506 & 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

Before 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

1508 & 1474

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

ADDRESS: 1474 & 1508 ROSE LANE
CANYON LAKE, TEXAS 78133
ORDERED BY: ALLISON HARWOOD

1.4733 ACRES LOTS 32G & 32H CLEARWATER ESTATES, UNIT 1

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
IN VOLUME 6, PAGE 188 OF THE PLAT RECORDS
OF COMAL COUNTY, TEXAS

NOTE: THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT.
OTHER DOCUMENTS MAY BE REQUIRED TO AFFECT THIS TRACT.
THIS SURVEY IS NOT TO BE CONSIDERED A GUARANTEE AND/OR
ADDITIONAL CONVEYANCE REQUIREMENTS.



THIS PROPERTY DOES NOT LIE WITHIN THE
BOUNDARIES OF THE PRELIMINARY
PLAT NO. 480912, 0115 F
DATE REVISION: 09/02/2009
THIS SURVEY IS BASED ON A VISUAL EXAMINATION OF MAPS
AND AERIAL PHOTOGRAPHS. IT IS NOT A FIELD SURVEY
AND DOES NOT CONSTITUTE A FIELD STUDY.
DETERMINATION WITHOUT DETAILED FIELD STUDY.

A SUBSURFACE INVESTIGATION
WAS BEYOND THE SCOPE OF THIS SURVEY

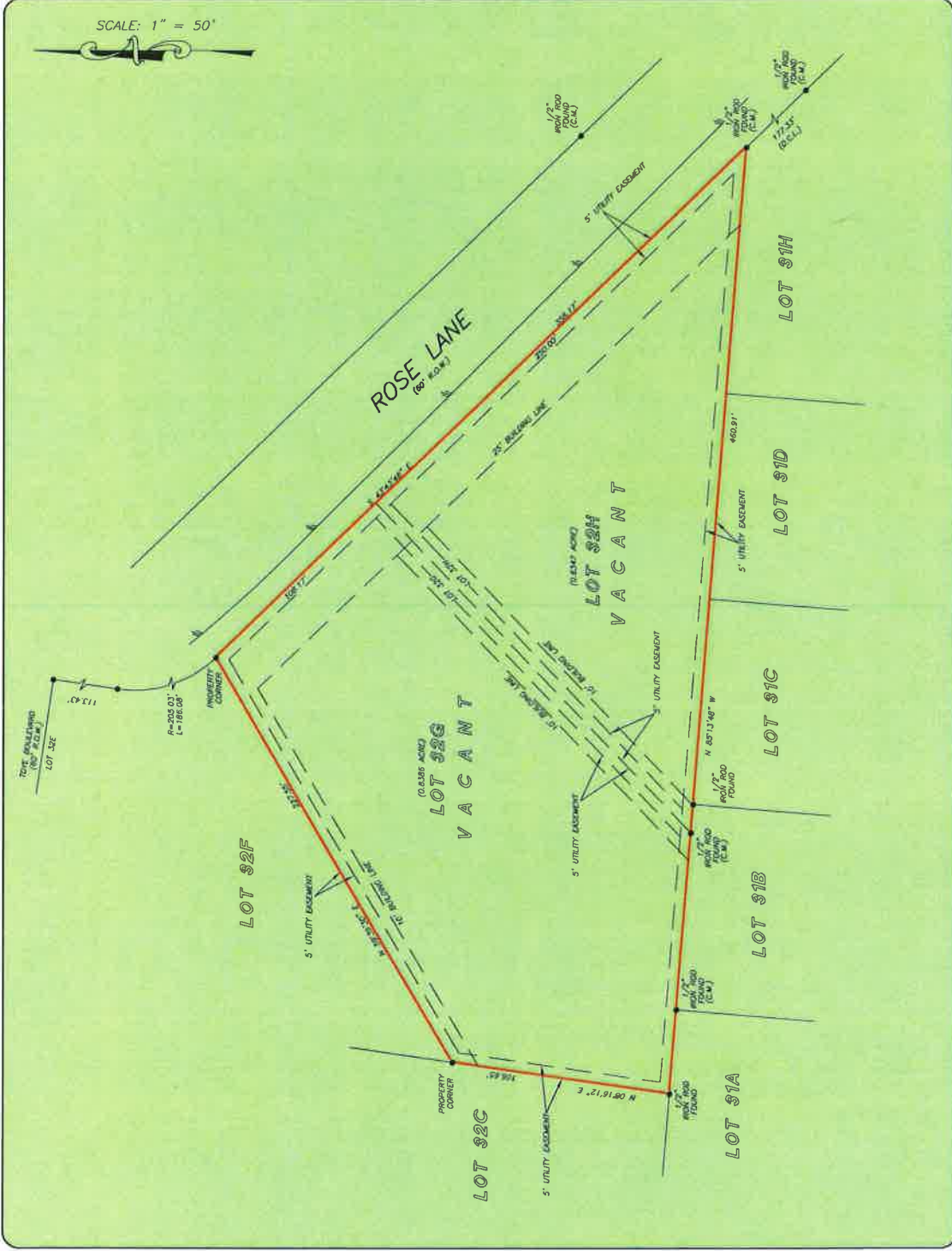
D.C.L. = DIRECTIONAL CONTROL LINE
RECORD BEARING VOL. 6, P.C. 306, P. 307

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE
ON THE GROUND, THAT THIS PLAT CORRECTLY
REPRESENTS THE SURVEY, AND THAT THERE ARE NO
ENCROACHMENTS APPARENT ON THE GROUND.
THIS SURVEY IS NOT A FIELD SURVEY AND IS
CERTIFIED FOR THIS TRANSACTION ONLY.

GEORGE GALE
PROFESSIONAL LAND SURVEYOR
JOB NO. 540715-01233
MADE: 1/1/2014
RECEIVED: MARCH 21, 2015



1-800-745-6267
www.precisionreports.com
281-456-1580 FAX 281-456-1587 210-829-4341 FAX 210-829-1555
950 INDEPENDENCE STREET SUITE 150 HOUSTON, TEXAS 77059 1377 NE 150th AVE SUITE 605 SAN ANTONIO, TEXAS 78217
FIRM NO. 10063700



PRECISION
surveyors





Clearwater Estates
 Vermilion Development, Inc.
 Post Office Box 1223
 Brownsville, Texas 78001
 361-4436
 361-4437

January 10, 1981

Commissioners Court of
 Comal County, Texas
 and
 County Clerk of
 Comal County, Texas
 1 Comal County Courthouse
 New Braunfels, Texas 78130

Re: Clear Water Estates Subdivision, Unit I

Gentlemen and Mrs. Rosenburg:

According to the plat of Clear Water Estates Subdivision, Unit I, which has been recorded in Volume 4, Pages 187-188, of the Map and Plat Records of Comal County, Texas, the name of the main road leading into the subdivision is "FLANKER ROAD". We have changed the name of the road to be "FLANKER ROAD", and have replaced the street signs. Please make a notation on the map and plat in your office to reflect this change.

In accordance with instructions received from Mr. Mary Brette we have obtained the approval of the local U. S. Postal Department to use this name as indicated by the signature below.

Thank you for your assistance in this matter, and should you require further documentation, please advise our attorney, Mr. Edward Dietert.

Sincerely,

 Peter Johnson

DWJ/sm

Approved for use of name:

U. S. Postal Department
 New Braunfels, Texas

By:
 U. S. Postal Department
 A Member of the National Service of Commerce

CLEAR WATER ESTATES SUBDIVISION, UNIT I

PAGE 1 of 2

213498

FILED FOR RECORD

On: 21st day of July 1981
 at 2:02 PM
 by:
 County Clerk, Comal County

A subdivision of 393.861 acres situated in a tract called 400.00 acres in a conveyance from Gregory F. Gillingham, Trustee, to Vermilion Development, Inc., volume 233, page 257, Maria Amparo Survey No. 3, A-5, Comal County, Texas.

349.337 acres in 448 lots
 0.336 acre storage tank site
 0.115 acre well site
 0.228 acre 63" C well
 33.851 acres in road (26425' of road)

IN THE CITY OF BROWN, STATE OF TEXAS, I, RAYMOND DIETERT, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plat of the Clear Water Estates Subdivision, Unit I, as recorded in the public records of Comal County, Texas, and that the same is a true and correct copy of the original plat of the Clear Water Estates Subdivision, Unit I, as recorded in the public records of Comal County, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 10th day of January, 1981.

Raymond Dietert, Surveyor

My Comm. Expires: 12/31/81

My Comm. No. 111111

My Comm. No. 111111

My Comm. No. 111111

My Comm. No. 111111

My Comm. No. 111111

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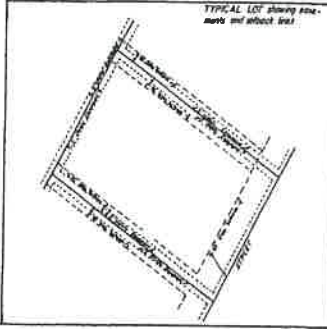
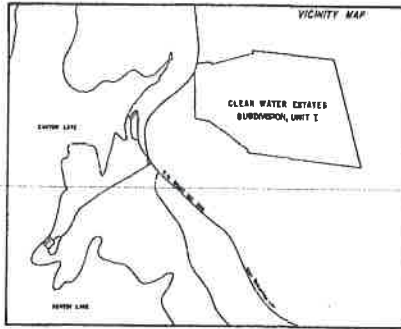
My Comm. No. 111111

My Comm. No. 111111

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My Comm. No. 111111

My Comm. No. 111111



State of Texas
 County of Comal

VERMILION DEVELOPMENT, INC., a corporation organized and existing under the laws of the State of Texas, acting herein by and through its duly authorized Vice-President, BLAKE PETER JOHNSON, as Owner, hereby adopts the map and plat as shown above to be a true and correct representation of a subdivision of 393.861 acres out of the Maria Amparo Survey No. 3, A-5, Comal County, Texas, said subdivision to be known as CLEAR WATER ESTATES SUBDIVISION, UNIT I, and acknowledges that said plat was made from an actual survey on the ground by the surveyor whose name is indicated herein, and hereby dedicates to the use of the public all the streets, alleys and easements shown thereon forever for the purposes and considerations herein expressed.

EXEMPTED this 10th day of January, 1981.

VERMILION DEVELOPMENT, INC.

By:
 BLAKE PETER JOHNSON,
 Vice-President, PO Box 1223, New Braunfels, Texas

State of Texas
 County of Comal

JOHN W. DIETERT, Surveyor, on this day personally appeared BLAKE PETER JOHNSON, Vice-President of VERMILION DEVELOPMENT, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day of January, 1981.

John W. Dietert
 Surveyor, State of Texas
 My Comm. Expires: 12/31/81

State of Texas
 County of Comal

I, RAYMOND DIETERT, S.P.S., do hereby certify that this plat represents a true and correct subdivision of CLEAR WATER ESTATES SUBDIVISION, UNIT I, as surveyed under my supervision in the field.

RAYMOND DIETERT, S.P.S., 11111, 243 Landa, New Braunfels, Texas

Sworn to and subscribed before me this 10th day of January, 1981.

John W. Dietert
 Surveyor, State of Texas
 My Comm. Expires: 12/31/81

State of Texas
 County of Comal

This plat of CLEAR WATER ESTATES SUBDIVISION, UNIT I, has been submitted to and approved by the Commissioners' Court of Comal County, Texas, and conforms to all requirements of the Subdividing Regulations of the County as in effect approval is required and is hereby approved by such Court.

Noted: This 10th day of January, 1981.

County Judge

County Clerk, Comal County, Texas

State of Texas
 County of Comal

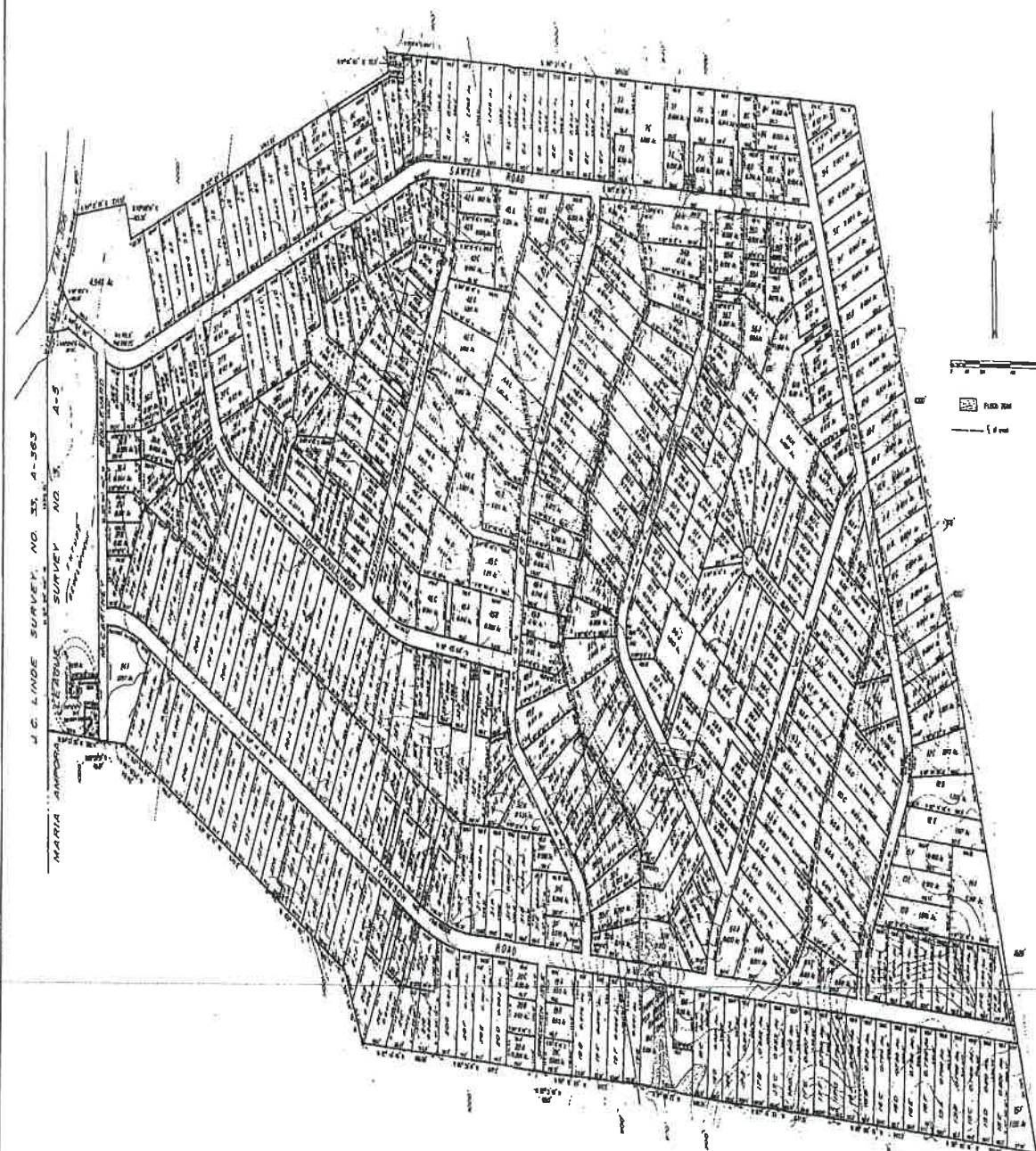
I, DAVID S. BRETZ, Clerk of the County of Comal, do hereby certify that the foregoing instrument of writing with the certification was filed for record in my office on the 21st day of July, 1981, at 2:02 PM, and duly recorded the 21st day of July, 1981, at 2:02 PM, in the Map and Plat Records of Comal County, Texas, in volume 4, page 187-188, in testimony whereof I have hereunto set my hand and seal of office this 10th day of July, 1981.

DAVID S. BRETZ, County Clerk, Comal County, Texas

RAYMOND DIETERT
 Registered Public Surveyor No. 11111
 P.O. Box 367 245 Landa
 New Braunfels, Texas 78130-0367



CLEAR WATER ESTATES SUBDIVISION, UNIT I



RAYMOND DETERT
Registered Public Surveyor No. 102
70 West 500
New Knoxville, Tenn. 37645-0204

Vol. 6
page 188





**SUBDIVISION INFORMATION, INCLUDING
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO
MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION**
(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at LOTS 32 G & H 1474 & 1508 ROSE LANE (Street Address), City of CANYON LAKE, County of COMAL, 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. *EARLY PAYMENT DISCOUNT
- B. The current regular assessment for the Property is \$ 79 PER LOT TOTAL \$158 per year.
- C. A special assessment for the Property due after this resale certificate is delivered is \$ _____ payable as follows N/A for the following purpose: N/A
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ -0-. PAID DISCOUNT RATE OF \$35 PER LOT TOTAL \$70
- E. The capital expenditures approved by the Association for its current fiscal year are \$ -0-.
- F. The amount of reserves for capital expenditures is \$ -0-.
- G. Unsatisfied judgments against the Association total \$ -0-.
- H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there ☐ are ☒ are not any suits pending against the Association. 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 \$ 50. 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). \$50

TRANSFER, \$50 RESALE CERTIFICATE; PAYABLE TO
CCWE POA 1902 JOHNSON RD, CANYON LAKE, TX 78133
CUS MAIL ONLY, NO COURIER DELIVERY

\$35 PER LOT IF PAID
BY JANUARY 31

ROSE LANG

Subdivision Information Concerning LOTS 32 B & H 1474 & 1508 Page 2 of 2 12-05-11
(Address of Property)

Board of Directors

L. The Association's managing agent is CCWE POA
(Name of Agent)
1902 JOHNSON RD CANYON LAKE TX 78133
(Mailing Address)

(Telephone Number) _____ (Fax Number) _____
ClearWater Estates 1902@gmail.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 ✓ | 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.

Comal ClearWater Estates PROPERTY OWNERS Assoc.
Name of Association

By: Nancy Owens

Print Name: NANCY OWENS

Title: Secretary

Date: 3-12-2015

Mailing Address: 1902 JOHNSON RD CANYON LAKE, TX 78133

E-mail: cwesec@gmail.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. 37-4. This form replaces TREC No. 37-3.



TREC NO. 37-4

Customer Care Department

The items contained herein are for general informational purposes only. Any title information contained in this package is neither a guaranty nor warranty of title. The company has provided this information for general reference purposes only. The company is not responsible for any mistakes, errors, or omissions of information in this packet. If information is needed to make a decision concerning the purchasing, reselling, developing, refinancing, construction, or any other real estate related transaction of a property, an order for a title insurance commitment should be placed with one of our area offices.

The information in this packet is provided without the condition of referral of title business. For further information on how to contact the nearest Independence Title office, please see our web site at:

www.IndependenceTitle.com

or call our main office at:

(512) 454-4500

Erik Wanson
ewanson@independencetitle.com

5900 Shepherd Mountain Cove, Bldg. II, Suite 200, Austin, TX 78730
(512) 454-4500



Independence Title

Explore www.IndependenceTitle.com



200906060926 02/27/2009 10:35:46 AM RESTRICT 1/143

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
CLEAR WATER ESTATES SUBDIVISION UNIT I

THE STATE OF TEXAS

COUNTY OF COMAL

*
* KNOW ALL MEN BY THESE PRESENTS:
*

WHEREAS, Article X, Section 1 of the "Declaration of Covenants and Restrictions" recorded in Volume 330, Page 752 of the Official Public Records of Real Property of Comal County, Texas, as well as subsequent amendments thereto, state as follows:

"The Record Owners of legal title of fifty-one (51%) per cent of the Lots as shown by the Deed Records of Comal County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of Record Owners and the recording of same in the Office of the County Clerk of Comal County, Texas."

WHEREAS, the undersigned parties and the record Owners whose signatures are affixed to the attached Exhibit "A" desire to amend the "Declaration of Covenants and Restrictions" pursuant to Article X, Section 1 of the original Declaration and the undersigned and signatories on the attached Exhibit "A" are owners of legal title of more the fifty-one(51%) per cent of the Lots as shown by the Deed Records of Comal County, Texas.

NOW, THEREFORE, the undersigned Owners, and the record Owners whose signatures are affixed to the attached Exhibit "A" (each of whom join in the execution of this document) hereby amend and supercede, in its entirety the original "Declaration of Covenants and Restrictions", recorded in Volume 330, Page 752 of the Real Property Records of Comal County, Texas, together with subsequent amendments, including "Amendment to Declaration of Covenants and Restrictions" dated October 6, 1983 and recorded in Volume 354, Page 328 of the Real Property Records of Comal County, Texas and further amendment dated December 18, 1984, recorded in Volume 473, Page 452 of the Real Property Records of Comal County, Texas; and further amendment dated August 8, 1986 recorded in Volume 536, Page 143 of the Real Property Records of Comal County, Texas; and further amendment dated October 4, 2000 recorded in Document #200006031354 of the Real Property Records of Comal County, Texas; and further amendment executed March 17, 2001 recorded in document #200106009340 of the Real Property Records of Comal County, Texas; and further amendment dated March 20, 2004 recorded in Document # 200406010244 of the Real Property Records of Comal County, Texas

FURTHER, the undersigned Owners, and the record Owners whose signatures are affixed to the attached Exhibit "A" (each of whom join in the execution of this document) hereby adopt the following "Declaration of Covenants and Restrictions" which shall supersede the original "Declaration of Covenants and Conditions", and all subsequent amendments, and the undersigned declare that all of the Properties described above as Clear Water Estates Subdivision, Unit I, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness

{00036581v1}

of said Real Property. These easements, covenants, restrictions and conditions shall run with said Real Property and be binding upon all parties having or acquiring any right, title or interest in said Real Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Comal Clear Water Estates POA, Inc., a Texas non-profit corporation, its successors and assigns.

(b) "The Subdivision" shall mean and refer to Clear Water Estates Subdivision, Unit I.

(c) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Declaration.

(d) "Subdivision Plats" shall mean and refer to the respective maps or plats of Clear Water Estates Subdivision, Unit I, recorded in the Map Records of Comal County, Texas.

(e) "Lot" and/or "Lots" shall mean and refer to each of the lots shown upon the Subdivision Plats.

(f) "Common Area" shall mean and refer to that portion of the Subdivision owned or acquired by the Association for the common use and enjoyment of the members of the Association and shall include, but is not limited to, the park area designated on the Subdivision Plat (Lot 18A), Lot 44A, and all recreational facilities, community facilities, swimming pools, tennis courts, storage facilities, pumps, trees, landscaping, sprinkler systems, fountain and other improvements located at the entrance to The Subdivision, and other similar and appurtenant improvements.

(g) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of The Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

(h) "Member" and/or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4, hereof, together with all the Owners in The Subdivision who are Members of the Association as provided in all Supplemental Declarations.

(i) "Assessment(s)" shall mean assessment(s) levied by the Association through the Board of Directors and includes both regular and special assessment(s) as provided in Article VI hereof.

(j) "Charge(s)" and/or "Fines" shall mean an amount, not to exceed two hundred dollars (\$200.00) per day per violation or an amount as referenced herein (or a greater amount if authorized by the Texas Property Code), levied by

the Board for violation(s) of the Covenants and Restrictions hereof, and charged to the Owner of the lot(s) where such violation occurs. Charges may be levied at any time, as required, by the Board of Directors. Notwithstanding anything herein to the contrary, the enforcement of the collection of "charges" and/or "fines" are subject to limitations, if any, as set forth in Chapter 209 of the Texas Property Code as it now exists and may be amended in the future.

(k) "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

(l) "Building" shall mean a structure, including a residence, having a roof supported by columns or walls for the shelter, support or enclosure of persons or property.

(m) "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, carports, boat covers, RV covers, outbuildings, garages, storage buildings, fences, porches, driveways, decks, wind generators, and solar collectors or the remodeling thereof.

ARTICLE II

Section 1. Existing Easements. The Subdivision Plats establish limitations, reservations and restrictions applicable to The Properties. The original Declarant, Vermillion, Development, Inc. ("Declarant") and Declarant's predecessors in title have heretofore granted and created by several recorded instruments, certain other easements and related rights affecting The Properties. All limitations, restrictions and reservations shown on the Subdivision Plat and all grants of easements and related rights heretofore made by Declarant and the Declarant's predecessors in title affecting The Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying any part of The Properties.

Section 2. Changes and Additions. The Association reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Further, the Association reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes, (including, without limitation, gas, electricity, telephone and drainage) in favor of any person or entity furnishing or to furnish utility services to The Properties, along and on either or both sides of any said Lot line, which such easements shall have a maximum width of five (5) feet along the rear Lot line, and five (5) feet along the front Lot line.

ARTICLE III

Property Subject to this Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of the following:

All of the Clear Water Estates Subdivision, Unit I, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in Volume 6, pages 187-188, of the Map Records of Comal County, TX.

Section 2. Mineral Exception. There is hereby excepted from The Properties and Declarant will hereafter except from all its sales and conveyances of the Properties, or any part thereof, including the Lots and Common Properties, all oil, gas, and other minerals in, on, and under The Properties, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for or development of oil, gas, and other minerals.

ARTICLE IV

The Association

Section 1. Organization. Comal Clear Water Estates POA, Inc. shall be organized and run as a non-profit corporation under the laws of the state of Texas.

Section 2. Purpose. The purpose of the Association in general shall be to provide for and promote the health, safety and welfare of the Members, to collect the assessments, charges, fines and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Areas, and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations/Amended Declarations.

Section 3. Directors. The Association shall act through a five (5) member Board of Directors which shall manage the affairs of the Association. The Members shall elect a Board of Directors as provided for in the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Directors shall be filled by appointment made by the remaining Directors. The person appointed shall fill such vacancy until his successor is duly elected. The Directors shall have the power to select one or more Advisory Directors from the property owners of the subdivision to serve for such periods of time as the Board of Directors shall deem appropriate, for the purpose of providing advice and counsel to the Board of Directors, provided that such Advisory Directors shall have no right to act on behalf of the Association.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Voting Rights. Each owned Lot entitles the Owner to one vote in the Association. Each residence on a lot entitles the owner to one vote in the

Association. Therefore, if an Owner owns one lot with a residence on that lot he is entitled to two (2) votes in the Association. If the house occupies a portion of two

(2) lots, only one (1) vote will be allowed for both lots. When more than one person holds such interest or interests in any such lot, all such persons shall be Members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast for one lot and one vote for one residence.

ARTICLE V

Property Rights in the Common Area

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Area in The Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each Lot in The Subdivision.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in its discretion, to charge reasonable admission and other fees to members and/or guests for the use of the recreational Common Area, and to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Area or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Area by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Area or any part thereof at the same time;

(b) The right of the Association to grant or dedicate easements in, on, under or above such Common Area or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Subdivision or any part thereof;

(c) The right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Area owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to the Subdivision or any part thereof;

(d) The right of the Association to convey or dedicate such portions of such Common Area as its Board of Directors may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as the location of schools, churches, and hospitals, or for other similar purposes related to the health, safety, and welfare of the Members;

(e) The right of the Association to enter into management and/or operating contracts or agreements relative to the maintenance and

operation of such Common Area in such instances and on such terms as its Board of Trustees may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common Area; the right of the Association to enter lease agreement or concession agreements granting leasehold, concession, or other operating rights relative to Common Area in such instances and on such terms as its Board of Trustees may deem appropriate;

(f) The right of the Association to suspend the voting rights of a Member or his right to use any recreational facility in the Common Area during the period he is in default in excess of thirty (30) days in the payment of any assessment, charge or fine against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and Supplemental Declaration or in its Bylaws at law or in equity on account of any such default or infraction; and,

(g) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II of this Declaration and the Supplemental Declarations.

Section 3. Delegation of Use. Any member may delegate his right of use and enjoyment of the Common Area in The Subdivision, together with all easement rights granted to Members in this Declaration and all Supplemental Declarations, to the members of his family, his tenants, or contract purchasers who reside on his Lot. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner.

ARTICLE VI

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within The Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or thereafter become assessable, by acceptance of a Deed therefore, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and,
- (c) Any other sums, fines, or charge(s) to the extent they are specifically provided for elsewhere in the instrument.

Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest

thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessment or charges are made. Each such assessments or charge, together with such interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular lot at the time the assessment or charge fell due, notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall pass to successors in title and the lien shall be enforceable against the property.

Section 2. Purpose of Assessments. The assessments levied by the Association on the Lots in The Subdivision shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Members for the following purposes, to-wit: to promote health, safety, recreation and welfare of the Members, including without limitation, the installation, construction, erection and relocation of improvements related to the enhancement and beautification of the Common Area in The Subdivision. Assessments shall also be used for the maintenance of the fountain located at the entranceway into the Subdivision and for the maintenance of the roadway immediately surrounding such fountain.

Section 3. Basis and Maximum Level of Annual Assessments. Beginning January 1 of the year following the year in which these Amended Declaration of Covenants and Restrictions is recorded, the maximum annual assessment on a vacant Lot shall be the sum of \$75.00 per Lot. The maximum annual assessment upon a Lot with improvements including a completed house shall be the sum of \$150.00 per Lot. From and after January 1 of the year following the recording of these Amendments, the maximum annual assessment may be increased, effective January 1 of each year, by an amount up to, but not more than the percentage increase in the cost of living index as promulgated by the United States Government without a vote of the Members of the Association. From and after January 1 of the year immediately following the years in which these amendments are recorded, any annual assessment in excess of the increase automatically permitted herein must be approved by the Owners of two-thirds (2/3) of the Lots in the Subdivision. This increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed with the County Clerk of Comal County, Texas, for recordation in the Deed Records of Comal County, Texas. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount not in excess of the maximum amount approved by the Owners.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of the Owners of two-thirds (2/3) of the Lots in The Subdivision.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members and shall be posted at a public place within the

Subdivision not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding fifty (50%) per cent of all membership votes entitled to be cast or their proxies shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirement. In lieu of such a meeting and notice, a door-to-door canvass may be used to get the required written approval of the Owners as hereinafter provided.

Section 6. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall be due and payable on the 1st day of January of each calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner of a Lot by January 1st of each year along with a statement for total assessment for the 12-month period. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessment or Charges; Remedies of the Association. Any assessments, fines or charges, which are not paid when due, shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the rate of ten (10%) per cent per annum, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Lot Owner by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Lot Owner personally for the collection of such assessments and charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure on a real property, and such Lot Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien Mortgages. As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessment and charges due the Association, but this Vendor's Lien shall be subordinate to any valid purchase money lien or mortgage created for improvements covering a Lot. Sale or transfer of any Lot shall not affect this Vendor's Lien. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage, pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. So long as Mortgagee owns a Lot or Lots acquired through a judicial or non-judicial foreclosure, or by voluntary reconveyance from its debtor no charges or assessments shall accrue with respect thereto; however,

upon a sale of such Lot or Lots to an Owner as therein defined, such Lots and the new Owner thereof shall be responsible and liable for the payment of any charges or assessments thereafter becoming due in accordance with the terms hereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

Section 9. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from said assessments and charges.

ARTICLE VII

Insurance

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

(a) Property insurance covering the Common Area and all improvements thereon in an amount equal to the full replacement value of the improvements and facilities located upon the Common Area and owned by the Association (including all buildings service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, and if necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location, and use; and,

(b) A comprehensive policy of public liability insurance (including director's and officer's liability coverage) covering all of the officers and directors, as well as the Common Area and facilities thereon and insuring the Association, within such limits as it may consider acceptable (but with coverage of not less than \$1,000,000) for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for owned and non-owned and hired automobiles, liability for property of others, and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location, and use; and,

(c) A fidelity bond to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the Association; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners.

Premiums for all such insurance policies carried by the Association shall be a common expense payable by assessments on all Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of

each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of a least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. Proceeds from such policies shall be used by the Association only for the benefit of its Members and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building improvements. In the latter event, the Board of Directors shall advertise for sealed bids from licensed contractors, and upon acceptance of a bid received thereby, may negotiate with the contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all Owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VIII

Architectural Control Committee

Section 1. Committee Membership. The Architectural Control Committee (ACC) shall consist of three (3) Members who shall be residents in good standing in the development, and who shall be appointed by the Board of Directors. A majority of the committee may designate a Member to act on its behalf. In the event of the death or resignation of any Member, the remaining Members shall have full authority to designate a successor or any two (2) of these Members may relieve the remaining one of his duties in connection with the Architectural Committee. The Committee's approval or disapproval as required in these covenants shall be set out in writing and in the event the Committee or its designated representatives fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to be fully complied with.

Section 2. Function of the Architectural Control Committee. No building, structure, fence or wall, or other improvement shall be commenced, erected, constructed, placed, or maintained upon The Properties, nor shall any exterior additions to or change or alterations therein be made until the detailed plans and specifications and a plat showing the location of the structure on said lot have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. The Committee shall retain the right to permit a variance from any of the specified permitted uses and restrictions set forth in Article IX. All variance requests will require concurrence of the entire Board of Directors. The Architectural Control Committee shall have the power to employ professional consultants to assist in the discharging of its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Transfer of authority to the association. The duties, rights, powers, and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the committee, to the Board of Directors of the Association, and from and after the date of such assignment, and the acceptance thereof by the Directors, the Board of Directors of the Association shall have the full right, authority and power, and shall be obligated to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 4. Preliminary Plan Submissions. The Architectural Control Committee is authorized and empowered to and shall consider, review and comment on preliminary plans submitted in writing by Owners, Builders and perspective purchasers on an informal basis to assist in complying with applicable covenants and restrictions and to assist in the completion of feasibility studies undertaken by such persons. The Committee will retain one copy of the plans.

Section 5. Final Plans and Submissions. Final plans and specifications for new residential construction, remodeling, or other improvement projects shall be submitted to the Committee a minimum of thirty (30) days prior to the construction of any improvements. Failure to provide the plans and specifications prior to beginning construction and prior to any action being taken, shall result in a two hundred dollar (\$200.00) per day charge being levied by the Board to the lot Owner, until written approval of the plans by the Architectural Committee is issued. The Architectural Committee shall have a maximum of thirty (30) days to approve or disapprove submitted plans and specifications. The plans and specifications shall include the following:

(a) A site plan showing the "footprint" of the building and showing the location of all proposed improvements, including but not limited to structures, patios, driveways, fences and walls. The plans should include the set backs in feet from all sides of the lot.

(b) A description of exterior materials, colors, textures and shapes of all buildings and structures including driveways and culverts.

(c) Dimensional floor plans of all enclosed spaces and garages.

(d) Exterior elevations of all proposed buildings and structures.

(e) Any other data or information requested or deemed reasonably necessary by the Architectural Control Committee.

(f) A copy of the Permit to Construct Access Driveway Facilities Within Comal County Right-of Way, when obtained.

ARTICLE IX

Building and Use Restrictions

Section 1. Single Family Residential Use. The Property herein described shall be used solely for single-family residential purposes. All Lots shall be improved and used solely for residential use and accessory uses, including a garage, fencing and other such improvements as are necessary or customarily

incident to residential use. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever may be conducted or carried out on any portion of the Property or in any improvement thereon, other than a home office, which is not open to the public. Except as provided below, no building shall be erected, altered, placed or permitted to remain on any lot other than one new site built dwelling unit per each lot to be used for single family residential purposes only. New residential construction will require either a minimum of an attached or detached two (2) car garage. In the event that a detached garage is to be built, it is expected to be completed in the same time limitations as the original residence and will be composed of seventy-five per cent (75%) by area of rock, brick, stone or stucco. One guest quarters may be constructed to the rear of the property and this structure must meet the same exterior walls composition structure as the residence (seventy-five per cent (75%) by area of rock, brick, stone or stucco). All structures must be approved in writing by the Architectural Control Committee prior to being erected, altered, or placed on the property.

Section 2. Exterior Walls. The exterior walls of all buildings (residence, detached garage, and guest quarters shall be at least seventy-five (75%) per cent by area composed of rock, brick, stone or stucco. A cement fiberboard product does not meet the seventy-five per cent (75%) composition requirement of rock, brick, stone or stucco for these structures. In the case of a one and one-half story, two-story dwelling, or split-level dwelling, part of which is two stories, the outer walls of the first story must meet the 75% rock, brick, stone, or stucco requirement. However, the 75% requirement will not apply to the outer walls of the traditional second story portion which may be constructed with a manufactured masonry, synthetic rock product, or material approved by the ACC. No vinyl or aluminum products are approved. All materials used must be approved by the Architectural Control Committee prior to construction. Requirements for temporary structures are described in Section 7 of this Article.

Section 3. Set Back Lines. All residences shall be set back at least twenty-five (25) feet from the front property line, ten (10) feet from the side lot lines and ten (10) feet from the rear lot line. All residences shall be set back at least twenty-five (25) feet from any adjacent street lot line. All builders are encouraged to exceed the minimum twenty-five (25) feet set back guide when available on a lot based on the terrain and existing trees so as to maintain the spacious open feeling of the subdivision. The placement of any structure must be approved by the Architectural Control Committee prior to construction.

Section 4. Minimum Living Area and Height. No building other than a single family residence containing not less than one thousand six hundred fifty (1650) square feet, exclusive of open or screen porches or decks, breeze ways, garages and patios, shall be erected or constructed on any residential tract. One and one-half or two story houses must have a minimum of one thousand (1000) square feet of living area, exclusive of porches, on the ground floor. No building or structure erected, altered, or placed on, within, or in the properties shall exceed thirty-five (35) feet in height measured from the highest point of ground under the structure to the topmost part of the roof.

Section 5. Terms of Construction and Improvements. All new residences or buildings must be completed not later than eight (8) months after starting the

foundations and no structure or house trailer of any kind may be moved onto the property. All buildings must be completely enclosed from the ground level to the lower portion of the outside walls including front and side porches or decks, and decks which extend beyond the lateral line of the building, so as to maintain a neat appearance and remove posts or piers from outside view. All dwellings must be built of new construction materials. Contractors will place a dumpster at the construction site at the beginning of construction for waste materials and will ensure that rubbish, trash or other debris are not allowed to be transferred to other properties. Dumpsters must be emptied when waste materials reach the top edge of the dumpster and become visible from the street. Contractors will strictly adhere to Comal County Outdoor Burn Requirements during lot clearing and excavation for construction. New residence building Contractors will ensure that a lot is cleaned and all construction debris, brush, and trees, which are excavated during construction and lot clearing, are removed upon completion of the construction project. Burying of construction waste or trash is strictly prohibited. Commercial landscaping projects will be completed within a period of sixty (60) days including the cleanup of materials and debris. Major commercial improvements, other than the new construction of a new single family dwelling, will be completed within a period of ninety (90) days. The Architectural Committee may approve additional time based on the complexity of the improvement. Non compliance with any portion of this Section may result in a penalty or charge in the amount of two hundred (\$200.00) per day until full corrective action is completed.

Section 6. Mobile Homes. No manufactured or pre-manufactured homes of any type, mobile homes, double wides, or house trailers are permitted. No camping units, trailers, tent, shack, garage, barn, or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 7. Temporary Structures. No tent, shack, garage, barn, carport, boat cover, basement, storage building, trailer or other temporary building, improvement, or structure shall be placed upon the Property without prior written approval of the Architectural Control Committee. Normally, tents, shacks, carports, boat covers, and RV covers, and other temporary structures are prohibited unless approved by reference herein and by the Architectural Control Committee (ACC). The ACC shall have the right to approve or disapprove all materials and colors for any structure approved under this Section.

Section 8. Storage of material. No materials of any kind shall be placed or stored on any tract unless construction of a permanent residence has begun. The Association, may notify the Owner by mail of such violations, and if the violation is not corrected in ten (10) days after the mailing of such a notice, the Association may remove said material from the property, dispose of such material, and charge the Owner with removal and disposition costs, and the Association shall have no liability to Owner by virtue of the exercise of such rights of removal.

Section 9. Water Wells. No water wells may be drilled on any lot.

Section 10. Firearms. Shooting of firearms or hunting for birds, or wild game of any kind on any tract is strictly prohibited.

Section 11. Outside Toilet. No outside toilet shall be installed or maintained on any tract except for the use of a portable toilet during the construction

period. All plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local department of health.

Section 12. Trees and Minerals. No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc. will be permitted without the written permission of the Architectural Committee. No portion of the property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring or for removal of oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand gravel, aggregate or earth. No mature oak trees (having a caliper of six (6)" will be removed or destroyed without the written permission of the Architectural Control Committee/

Section 13. Offensive Use. No exterior speakers, horns, whistles, bells, or other sound devices, other than security devices used exclusively for security or public safety uses, shall be located, used or placed on any of the Property such that will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property or to its occupants. No activities shall be conducted on the Property which are or might be unsafe or hazardous to any person or property. No unlawful or immoral use shall be made of any tract.

Commercial construction activity that produces a noise level that is clearly audible at the property line of adjoining property may not commence before 7:00 a.m. nor continue past dusk, Monday through Saturday. No such construction is permitted at any time on Sunday. The ACC may authorize a waiver of short duration to this requirement in exceptional cases. Contractors shall not allow music played at a volume that is audible on adjacent occupied lots.

Section 14. Livestock and Animals. No livestock or animals including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be raised, bred, or kept on any tract. Dogs, cats, or other domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than the lot of its Owner unless confined to a leash. No animal shall be allowed to run at large. All animals shall be kept within yard areas or enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times.

Section 15. Rubbish and Debris. No rubbish and debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers. All containers for storage shall be kept in a clean sanitary condition. In the event the Owners shall fail or refuse to keep, or cause to be kept such Owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for ten (10) days after delivery of written notice thereof, the Comal Clear Water Estates POA, Inc.'s Board may assess a fine or charge to the Owner of such property until full corrective action is completed. In the case of a building or structure

destroyed by fire or disaster, after a reasonable time, the Board may take the same action as described above.

Section 16. Easements. All tracts are subject to easements and restrictions now of record and are subject to any applicable zoning and/or regulations. No Owner of a tract located along the outer boundary of the subdivision shall permit his tract to be used in any manner as a method of ingress and egress from adjoining land not a part of such subdivision to the roadways within the subdivision. A violation of this section will subject the lot Owner to a charge of two hundred (\$200) per occurrence per day. Utility easements are not lot access easements. Only those easements established for lot access are to be used for ingress and egress to lots.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sale period. A garage sale, estate sale, or open house sign, meeting the above referenced criteria, may be placed at the residence and the entrance for a period not to exceed three (3) continuous days. Any sign placed at the entrance will be removed by the Owner upon completion of the referenced time period.

Section 18. Resubdividing of lots. No lots shall be subdivided or lot lines changed without the express written approval of the Architectural Control Committee. Additionally, all subdividing must meet all Comal County property regulations.

Section 19. Fences or Walls. No fences or walls higher than six (6) feet shall be erected, placed or altered on any lot, nor nearer to any street than the minimum front set-back lines, unless approved by the Architectural Control Committee. Perimeter fencing may not be constructed of wood material, however privacy fencing of wood material shall be permitted around swimming pools or other facilities. All fencing must be approved in advance by the Architectural Control Committee. All Owners considering fence projects will be required to use an ornamental metal type of fencing on the portion of the fence extending from the sides of the building and visible from the address side of the street, or in the case of a corner lot, ornamental fencing on the front and side visible from the streets bordering the corner lot. The fencing laterally to the rear of the property and across the rear portion of the property may be of another more economical type, ranch type, as approved by the Architectural Control Committee. Chain link does not meet this requirement. Replacement of existing fencing should consider this same design recommendation so as to maintain the esthetics of the subdivision.

Section 20. Driveways. All driveways shall be constructed of asphalt, exposed aggregated finished concrete, concrete, or brick paver material unless otherwise approved in writing by the Architectural Control Committee. All driveways must be shown on the plans submitted to the Architectural Control Committee and approved prior to any action being taken. The driveway will be the access from the public road to the garage and complimentary turning and backing areas.

Section 21. Antennas. Installed "over the air" and satellite video reception antennas must meet all requirements of the Federal Communications Commission rules as they pertain to "Over the Air" television reception. Antenna and satellite dishes may not exceed a diameter or diagonal measurement of one (1) meter (39.37 inches)

Whenever possible, antennas and satellite dishes should be mounted so that they cannot be viewed from the street. Coordination with the ACC is encouraged prior to the installation of such antennas. AM/FM and other antennas that are installed external of the residence must be approved by the ACC before installation.

Section 22. Drainage. Natural established drainage patterns of streets, tracts, or roadway ditches will not be impaired by any person or persons. Driveway culverts must be installed where necessary and will be of sufficient size to afford proper drainage of ditches without backing water up into ditches or diverting flow. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee and to County requirements.

Section 23. Vehicles. No vehicle may be parked in view of any street or neighboring residence that is not currently licensed and in running condition. Such a vehicle found parked for more than one week will be subject to be towed away at the Owner's expense. No delivery trucks or vans, construction equipment, service vehicles or vans, trailers or equipment used for commercial purposes may be parked on any lot except during the period of construction of a new residence, building, or improvement, or repair and maintenance of said structures. A home Owner may request an exception for vehicles used for transportation purposes such as back and forth to work, but approval will be at the sole discretion of the Board. Major maintenance on Lot Owner's vehicles may only be conducted in an area of the property that is not visible from the street or neighboring residences. No maintenance of commercial vehicles or equipment is permitted. The road, right-of-way, or roadsides will not be used as a parking area. A vehicle found parked for more than one week or habitual parking of an Owner's vehicles on the road, right-of-way or roadside will subject the Lot Owner to a charge by the Board and to have said vehicles be towed away at the Owner's expense. However, Lot Owners may park their boat, RV, or utility trailer (one each) on their lot provided they do not violate the referenced restrictions herein. Guests or visitors may also park a boat or RV during the period of their temporary visit. To encourage the parking of boats and RVs to the rear of the property or behind residences the Architectural Committee may consider a boat cover or RV cover for approval, if it is constructed to the rear of the property and in such a manner so as to reduce visibility from the address side of the street. Approval and determination of construction type and style is the sole discretion of the Committee. Prefabricated aluminum or canvas type material awnings will not be approved.

Section 24. Rentals. Nothing in the Declaration shall prevent the rental of any entire lot and the improvements thereon, by the Owner thereof for residential purposes. The Owner is responsible for providing a copy of the Clear Water Estates Covenants and Restrictions to the tenant and seeing to the enforcement of all rules and regulations.

Section 25. Maintenance on Lots. Each owner shall have the responsibility of keeping the property clean and attractive at all times. If, in the opinion of the Architectural Control Committee, the Owner shall fail in his duty and responsibility of maintenance, the Architectural Control Committee may give Owner of such fact, and Owner shall, within ten (10) days of such notice undertake the care and maintenance required to restore such property to a safe, clean and attractive condition. Should the Owner fail to fulfill this duty after such notice, a charge may be assessed by the Board until full corrective action is completed.

Section 26. Enforcement. If, in the opinion of the Association, any Owner or Occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person within thirty (30) days after receiving such notice perform the care or make arrangements with the Association for making the repairs or maintenance required. Should such person fail to fulfill his duty within such period, then the Association, through its authorized agent shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association within thirty (30) days after the receipt of a statement for such work from the Association. Failure to pay shall constitute a lien against that portion of the property on which said work was performed. Such lien shall have the same attributes as the lien for assessments set forth in this Declaration and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure. Failure to pay a charge associated with any violation shall also constitute a lien against the property on which said violation occurred. Such lien shall have the same attributes as the lien for assessments set forth in this Declaration and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE X

General Provisions

Section 1. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded in the Deed Records of Comal County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record Owners of legal title of fifty-one (51%) per cent of the Lots as shown by the Deed Records of Comal County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record Owners and the recording of same in the Office of the County Clerk of Comal County, Texas.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Association or of any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 4. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the

omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 7. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions, hereof, which shall remain in full force and effect.

Section 8. Grandfather Clause

Improvements constructed in compliance with the then existing Covenants and Restrictions, which were previously approved, shall be grandfathered.

Those approved dwellings and structures already standing on the properties will remain approved under these covenant and restrictions and the covenant and restrictions in force at the time of their construction.

Section 9. Further Rights, Powers and Duties of the Association.

The undersigned and the record Owners whose signatures are affixed to the attached Exhibit "A" further declare that all rights, powers and duties previously granted to the "Clear Water Estates Property Owners Association, Inc." in the original Declaration of Covenants and Restrictions, and all Amendments thereto, shall now be the rights, powers and duties of "Comal Clear Water Estates POA, Inc." This applies to all past, present and future matters, transactions or occurrences. Further, the undersigned and the record owners whose signatures are affixed to the attached Exhibit "A" ratify and approve of the past actions of the "Comal Clear Water Estates POA, Inc." in exercising those rights, powers and duties. Further, the undersigned and the record owners whose signatures are affixed to the attached Exhibit "A" further declare that "Comal Clear Water Estates POA, Inc." shall be the entity entitled to enforce all liens and obligations against Owners for the charges, assessments, and other financial obligations of the Owners created by virtue of the original covenants and declarations and all amendments thereto (whether those obligations accrued or were incurred prior, during or after the execution of this amendment).

Further, the undersigned and the record Owners whose signatures are affixed to the attached Exhibit "A" further declare that because legal title to the Common Areas (Lots 18A and 44A) has heretofore been titled in "Clear Water Estates Property Owners Association" rather than "Comal Clear Water Estates POA, Inc." the following additional declarations, covenants and restrictions are necessary. The undersigned and the record Owners whose signatures are affixed to the attached Exhibit "A" further declare Lots 18A and 44A are common areas for the use and benefit of the Owners and the former association entitled "Clear

Water Estates Property Owners Association" held title to Lots 18A and 44A as constructive trustee for the benefit of the Owners. Because "Clear Water Estates Property Owners Association" no longer exists, the undersigned and the record Owners whose signatures are affixed to the attached Exhibit "A" further declare that "Comal Clear Water Estates, POA, Inc." is now the successor constructive trustee and shall hold legal title of Lots 18A and 44A for the benefit of the Owners. Further, the undersigned and the record Owners whose signatures are affixed to the attached Exhibit "A" declare that since March 15, 1996 "Comal Clear Water Estates, POA, Inc." has paid the taxes on Lots 18A, and has paid the taxes on Lot 44A since June 7, 1999, and has had the obligation to maintain said lots, and has in fact improved Lot 44A.

Article XI.

Notwithstanding anything to the contrary contained herein, it is specifically acknowledged and agreed that it shall be the responsibility of the Association to maintain the fountain, entranceway and roadway surrounding the fountain and entranceway to the Properties and to bear the cost of all repairs to such roadways resulting from water leakage or spillage, even though such fountain and entranceway are located on property which has been dedicated to the County of Comal. The Association also acknowledges the right of the County of Comal to remove such fountain in the event it is determined to be a public hazard or nuisance.

EXECUTED effective the (insert day) 26 day of (insert month) FEB, (insert year) 2009.

COMAL CLEAR WATER ESTATES POA, INC.

Jack Hunsucker
BY: JACK HUNSUCKER, PRESIDENT

STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on the 26 day of February, 2009, by JACK HUNSUCKER, PRESIDENT OF THE COMAL CLEAR WATER ESTATES POA, INC.

Justine Mae Armstrong
NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS





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. 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.

This form was provided by:

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

RE/MAX REAL PROPERTIES

Broker's Printed Name

Buyer

Date

By: _____

Broker's Associate's Signature

Date

Buyer

Date

NOTICE REGARDING OAK WILT IN CENTRAL TEXAS

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

1508 & 1474 Rose Lane, Canyon Lake, Texas 78133

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/>

Seller Date

Buyer Date

Seller Date

Buyer Date

Listing Agent Date

Buyer's Agent Date