



TEXAS ASSOCIATION OF REALTORS®

NOTICE OF INFORMATION FROM OTHER SOURCES

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To: BUYER:
BUYER:

From: ALLISON "AJ" HARWOOD (Broker)

Property Address: 000 SUNRISE DR., WIMBERLEY, TX 78676

Date: October 26, 2015

- (1) Broker obtained the attached information, identified as SELLERS DISCLOSURE PACKAGE INCLUDING TAR FORMS: 2501, SURVEY, METES & BOUNDS, RESTRICTIONS FOR LOT 38, 1506 & NOTICE REGARDING OAK WILT IN CENTRAL TEXAS, ~~from~~ 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

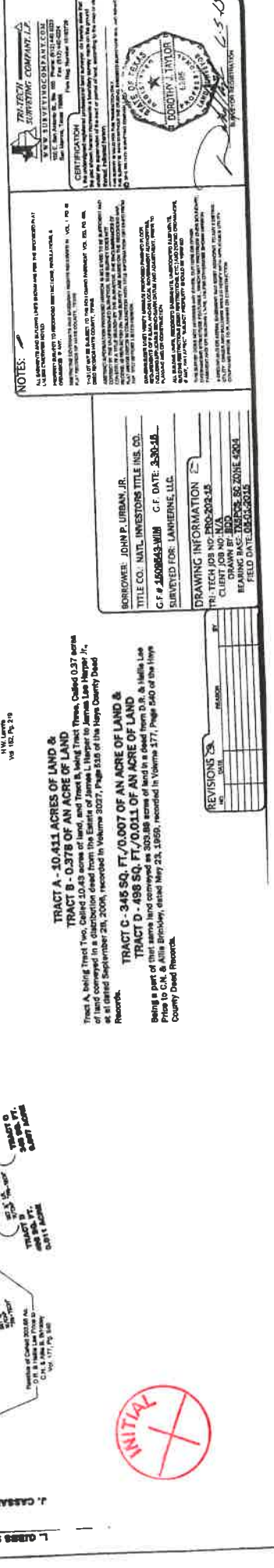
Phone: 512.848.6612

Fax: .

Allison AJ Harwood

11.17 ACRES

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





METES AND BOUNDS DESCRIPTION OF 10.411 ACRES OF LAND, LOCATED IN THE J. CASSADY SURVEY, A-102, HAYS COUNTY, TEXAS.

Being 10.411 acres of land, located in the J. Cassady Survey, A-102, Hays County, Texas. Said tract being that same land conveyed as 10.43 acres "Tract Two" in a distribution deed from the Estate of James L. Harper to James Lee Harper, Jr., et al, dated Sept. 28, 2006, recorded in Volume 3027, Page 516 of the Hays County Deed Records. Said 10.411 acres being more particularly described as follows:

Beginning at a ½" iron rod found in the South right of way of Sunrise Drive, for a Northwest corner of said 10.43 acre tract and the Northeast corner of a called 0.37 acre tract conveyed as "Tract Three" of said distribution deed recorded in Volume 3027, Pg. 516 of the Hays County Deed Records;

Thence with the East right of way of Sunrise Drive, 50' offset from the East lines of Lot 22-26, Paradise Hills Section 2 Revised, a subdivision recorded in Volume 1, Page 307 of the Hays County Deed Records, and a West line of said 10.43 acre tract, the following four courses:

North 32°56'35" East, a distance of 48.29 feet to a ½" iron rod with cap "Tri Tech" set;
North 47°46'36" East, a distance of 189.10 feet to a ½" iron rod with cap "Tri Tech" set;
North 17°52'40" East, a distance of 159.08 feet to a ½" iron rod with cap "Tri Tech" set;
North 66°17'40" East, a distance of 193.16 feet to a ½" iron rod found in the West line of Lot 49, of said Paradise Hills Section 2 Revised, also being in the West line of a called 0.522 acre tract, conveyed in a deed from Lionel W. Levin to Barry C. & Betty K. Tyler, recorded in Volume 1120, Page 591 of the Hays County Deed Records;

Thence with an East line of said 10.43 acre tract, the West line of said Lot 49 and said 0.522 acre tract, South 01°41'13" West, a distance of 177.65 feet to a ½" iron rod found for an inner ell corner of said 10.43 acre tract and the Southwest corner of said 0.522 acre tract;

Thence with a North line of said 10.43 acre tract and the South line of the following four tracts, said 0.522 acre tract, a called 0.527 acre tract conveyed in a deed from Lionel W. Levin to Barry C. & Betty K. Tyler, recorded in Volume 1120, Page 591, Hays County Deed Records, a called 0.527 acre tract conveyed in a deed from C.E. & S.L. Coe Living Trust to Sharon L. Coe, recorded in Volume 3795, Page 89, and a called 1.4871 acre tract, conveyed in a deed from the Estate of Annanette Harper to Mark & Karen Siegmund, recorded in Volume 5036, Page 860 of the Hays County Deed Records, South 82°46'50" East, a distance of 606.42 feet to a ½" iron rod found for the Southeast corner of said 1.4871 acre tract, the Northeast corner of said 10.43 acre tract, lying in the West line of a called 26.88 acre tract, conveyed as "Exhibit A" in a deed from Clayton Morgan to Spoke Hollow Partnership, recorded in Volume 4431, Page 359 of the Hays County Deed Records;

Thence with the East line of said 10.43 acre tract and the West line of said 26.88 acre tract, the following two courses:

South 21°14'33" East, a distance of 350.93 feet to a ½" iron rod with cap "Tri Tech" set;
South 20°06'33" East, a distance of 69.20 feet to a ½" iron rod with cap "Byrn" found for the Southeast corner of said 10.43 acre tract and the Southwest corner of said 26.88 acre tract, lying in a North line of a called 986.62 acre tract, conveyed in a deed from Horace B. & Lucy M. Pendleton to H.W. Lennie, recorded in Volume 152, Page 219 of the Hays County Deed Records;

Thence with the South line of said 10.43 acre tract and a North line of said 986.62 acre tract, South 89°20'56" West, a distance of 929.24 feet to a ½" iron rod found for the southwest corner of said 10.43 acre tract and the Southeast corner of said 0.37 acre tract;

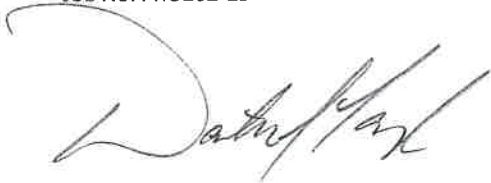
Thence with the West line of said 10.43 acre tract and the East line of said 0.37 acre tract, North 38°58'14" West, a distance of 334.10 feet to the point of beginning and containing 10.411 acres of land.

- 1.) This field note description is produced in conjunction exhibit of same date.
- 2.) Basis of Bearings: Texas State Plane Coordinate System, Texas South Central Zone.

Dorothy J. Taylor, R.P.L.S. No. 6295

June 6, 2015

Job No. PRO202-15





METES AND BOUNDS DESCRIPTION OF 0.378 OF AN ACRE OF LAND, LOCATED IN THE J. CASSADY SURVEY, A-102, HAYS COUNTY, TEXAS.

Being 0.378 of an acre of land, located in the J. Cassady Survey, A-102, Hays County, Texas. Said tract being that same land conveyed as 0.37 of an acre "Tract Three" in a distribution deed from the Estate of James L. Harper to James Lee Harper, Jr., et al, dated Sept. 28, 2006, recorded in Volume 3027, Page 516 of the Hays County Deed Records. Said 0.378 of an acre being more particularly described as follows:

Beginning at a ½" iron rod found in the South right of way of Sunrise Drive, for the Northeast corner of said 0.37 of an acre tract, and for a Northwest corner of a called 10.43 acre tract conveyed as "Tract Two" of said distribution deed recorded in Volume 3027, Page 516 of the Hays County Deed Records;

Thence with the East line of said 0.37 of an acre tract and a West line of said 10.43 acre tract, South 38°58'14" East, a distance of 334.10 feet to a ½" iron rod found for the Southeast corner of said 0.37 of an acre tract and the Southwest corner of said 10.43 acre tract, lying in the North line of a called 986.62 acre tract, conveyed in a deed from Horace B. & Lucy M. Pendleton to H.W. Lennie, recorded in Volume 152, Page 219 of the Hays County Deed Records, said point also being an Eastern corner of the residue of a called 303.88 acre tract, conveyed in a deed from D.R. & Hallie Lee Price to C.N. & Allie B. Brinkley, recorded in Volume 177, Page 540 of the Hays County Deed Records ;

Thence with South line of said 0.37 of an acre tract, into and across said 303.88 acre tract, North 87°59'15" West, a distance of 122.49 feet to a 1/2" iron rod found for the Southwest corner of said 0.37 of an acre tract and the Southeast corner of Lot 38, of Paradise Hills Section 2 Revised, a subdivision recorded in Volume 1, Page 307 of the Hays County Plat Records, said point also being the Northeast corner of a 5' utility easement of said subdivision;

Thence with the West line of said 0.37 of an acre tract and the East line of said Lot 38, the following two courses:
North 20°19'36" East, a distance of 50.00 feet to a 5/8" iron rod found;
North 39°04'24" West, a distance of 211.96 feet to a ½" iron rod with cap "Tri Tech" set in the South right of way of Sunrise Drive, for the Northwest corner of the said 0.37 of an acre tract and the Northeast corner of said Lot 38;

Thence with the South right of way of Sunrise Drive and the North line of said 0.37 of an acre tract, North 32°56'35" East, a distance of 52.44 feet to the point of beginning and containing 0.378 of an acre of land.

- 1.) This field note description is produced in conjunction exhibit of same date.
- 2.) Basis of Bearings: Texas State Plane Coordinate System, Texas South Central Zone.

Dorothy J. Taylor, R.P.L.S. No. 6295
June 6, 2015
Job No. PRO202-15



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

VOL. 330 (A) 678

EXHIBIT "B"

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, placed or altered or permitted to remain on any residential building plot other than one detached single family dwelling or one semi-detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and quarters for bonafide servants. It shall be permissible for the building of a guest house subject to the approval of the aforesaid committee.

B. No improvements shall be erected or constructed on any lot on any tract nearer than 30 feet to the front street property line, nor nearer than 10 feet to the side property line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area less than 20,000 square feet or width less than 60 feet in the front building set back line.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

E. No mobile homes, trailer, basement, tent, shack, garage, barn or other outbuilding erected in 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.

F. The ground floor area of all dwellings shall not be less than 900 square feet and the area for a one and one-half story, two or two and one-half story shall not be less than 1500 square feet.

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Vol. 330 p. 679

G. No spiritous, vinous, or malt or medicated bitters capable of producing intoxication shall be sold or offered for sale on said premises or any part thereof, nor shall said premises or any part thereof be used for any illegal or immoral purposes.

H. No livestock, poultry, or rabbits shall be kept on said premises. Household pets may be kept, but may not be bred or maintained for commercial purposes or for sale.

I. All grease and sewage disposals shall be so constructed as to dispose of such waste material through properly engineered grease traps, septic tanks, and field pipes, and it is strictly forbidden to dispose of sewage in any other manner.

J. No owner shall dump trash cans or garbage on any lot, public road or street in said subdivision. And each owner will maintain each lot owned by him, in a clean and sightly condition.

K. The Seller reserves to itself, its successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the lot or lots hereby conveyed for the purpose of installation or maintenance or public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage, and any appurtenances to the supply lines therefore, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire on said lots with no obligations to Seller to supply such services.

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L. All accepted property owners and members of their families shall have ingress and egress to the river and other designated areas that may be developed by Seller in the future, subject to rules and regulations of Seller, but all others, except house guest or property owners must have written approval of said Seller.

M. No building or structure shall be occupied or used until the exterior is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on the premises and all plumbing shall be connected with a sanitary sewer or septic tank or equally effective methods of disposal to be approved by Seller.

N. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract without written approval of Seller. In the event property owners fail to keep their property clear of weeds and rubbish which in the Seller's sole opinion causes such tract or tracts to become objectionable, the Seller may clean or have cleaned such tract or tracts and the cost of cleaning such tract or tracts shall become a lien on such property. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-fourth (1/4) of said property, shall be properly covered, and shall be allowed only so long as Seller in its best and sole judgment

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Vol. 330 p. 681

deems such storage to be in the best interest of the property.

O. All tanks for storage of gases, liquids for fuel shall be buried beneath the surface of the ground, or placed in an enclosure acceptable to the architectural committee.

P. No hunting shall be allowed in this subdivision.

Q. Any construction begun on any structure on any lot shall be completed no more than nine (9) months from the date substantial construction began.

COUNTY OF MUSE

I hereby certify that this instrument was filed with me and at the time thereof was duly and lawfully recorded, in the Volume and Page of the Record of Deeds of this County, Texas, as stamped herein by me, on



August 27, 1979
COUNTY CLERK
MUSE COUNTY, 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:**

000 Sunrise Dr., Wimberley, Texas 78676

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

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

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

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

OUR EXPERTISE:

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

THEREFORE, WE RECOMMEND:

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

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

Seller Date

Seller Date

Listing Agent Date

Buyer Date

Buyer Date

Buyer's Agent Date