



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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

CONCERNING THE PROPERTY AT 1220 Miller Creek Loop Road
Weimar, TX 78962

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

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

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

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

Item	Y	N	U
Cable TV Wiring	✓		
Carbon Monoxide Det.		✓	
Ceiling Fans	✓		
Cooktop	✓		
Dishwasher	✓		
Disposal	✓		
Emergency Escape Ladder(s)			✓
Exhaust Fans	✓		
Fences	✓		
Fire Detection Equip.	✓		
French Drain		✓	
Gas Fixtures	✓		
Natural Gas Lines			✓

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

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

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

(TAR-1406) 01-01-14

Texas Star Realty, 930 Walnut Street Columbus, TX 78934
Jolyn Goolsby

Initialed by: Buyer: JP, JP and Seller: _____

Phone: (979) 733-8200 Fax: (979) 733-9009
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Page 1 of 5
Larry and Linda

Concerning the Property at _____

Water supply provided by: ☐ city ☒ well ☐ MUD ☐ co-op ☐ unknown ☐ other: _____

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

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

Roof Type: Meta Age: 5 (approximate)

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

☐ yes ☒ no ☐ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls		<input checked="" type="checkbox"/>

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

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

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

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

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

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

(TAR-1406) 01-01-14

Initialed by: Buyer: UP and Seller: _____

Concerning the Property at _____

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

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

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

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

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

☐ ☐ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: ORIA

Manager's name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☐ ☐ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☒ no If yes, describe: _____

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

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

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

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

☐ ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

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

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

Concerning the Property at _____

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

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

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

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

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

- ☒ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

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

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 11. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

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

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

Concerning the Property at _____

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Larry G. Petter
Signature of Seller

05/05/14
Date

Linda Petter
Signature of Seller

05/05/14
Date

Printed Name: Larry G. Petter

Printed Name: Linda Petter

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: SAN BERNARD Electric

phone #: _____

Sewer: _____

phone #: _____

Water: _____

phone #: _____

Cable: _____

phone #: _____

Trash: TEXAS WASTE DISPOSAL

phone #: _____

Natural Gas: _____

phone #: _____

Phone Company: ATT

phone #: _____

Propane: Columbus Butane

phone #: _____

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

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer

Date

Signature of Buyer

Date

Printed Name: _____

Printed Name: _____



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT

1220 Miller Creek Loop Road
Weimar, TX 78962

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

- (1) Type of Treatment System: ☐ Septic Tank ☒ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: _____ ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: North of House 100 yds ☐ Unknown
- (4) Installer: Weider Plumbing ☐ Unknown
- (5) Approximate Age: 5 ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? 2012
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No


C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:


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

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

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

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


Signature of Seller
Larry G. Petter
9/5/14
Date


Signature of Seller
Linda Petter
5/5/14
Date

Receipt acknowledged by:

Signature of Buyer
Date

Signature of Buyer
Date

DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS OF OAKRIDGE RANCH, SECTION FOUR
COLORADO COUNTY, TEXAS

WHEREAS, Sabine Investment Company of Texas, Inc. ("Developer") is the owner and developer of Oakridge Ranch, Section Four, located in Colorado County, Texas (the "Subdivision") according to the Plat executed by Sabine Investment Company of Texas, Inc., which Plat was filed in Slide 77 in the Plat Records of Colorado County, Texas; and

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing tracts in the Subdivision to place restrictions and conditions thereon designating and describing the manner and for what purposes tracts in the Subdivision may be used, which purposes are to be effectuated by this Declaration of Covenants, Conditions and Restrictions (the "Restrictions");

NOW, THEREFORE, Developer hereby establishes the following reservations, conditions and restrictions of the Subdivision to be covenants running with the land, binding upon and to inure to the use and benefit of itself, its successors and assigns and to purchasers of tracts in the Subdivision, and, as herein provided, and in accordance with the provisions hereof, for the use and benefit of purchasers of tracts in adjoining property which has been, or may be, developed and sold by Developer and made a part of the Subdivision.

1. LAND USE

All tracts are limited to single family residential use. No tract shall be used for business or commercial purposes.

2. BUILDING LOCATION

All mobile homes, motor homes, recreational vehicles, campers, cabins, tents and any other temporary or mobile structures shall be located so as to be generally hidden from view and out of sight from the road.

Site built homes shall be located not less than two hundred feet (200') from the front property line.

3. BUILDING TYPES

Site built homes shall be constructed of new materials and have a minimum of twelve hundred (1200) square feet of climate controlled area.

The exterior of all single family residences shall be constructed of brick, stone, stucco, masonry veneer, concrete, log or cedar as approved by the Architectural Control Committee. All single family residences shall be designed in a traditional or contemporary style.

Barns and outbuildings must be constructed of new materials and be placed on the tract in such a manner so as not to detract from the residential character of the property.

The Architectural Control Committee is authorized in its sole discretion, to grant a deviation from the requirements of these restrictions.

4. ARCHITECTURAL CONTROL

- (a) Creation of Architectural Control Committee. There is hereby created an Architectural Control Committee which shall be composed of Jim Brasse, Gene Foy and Elmo Taylor. The Architectural Control Committee shall be free from liability for actions within the scope of the Architectural Control Committee's function.
- (b) Required Approval of Plans. No site built home shall be constructed, erected or placed on any lot prior to approval by the Architectural Control Committee as to quality and workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with the Restrictions. All final plans and specifications must be submitted to the Architectural Control Committee.
- (c) Approval Process. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject, in writing, such plans and specifications for a period of thirty (30) days following such submission, then approval is presumed. The exterior of any site-built home shall be completed within one year from the date construction on the home begins.
- (d) Expiration of Term. When seventy-five percent (75%) of the lots subject to the Restrictions are sold by the Developer including any additional lots which may become subject to the Restrictions pursuant to Section 17 hereof) and the Developer has no intention of adding any additional lots or sections to the Subdivision, the term of the Architectural Control Committee shall be deemed to have expired and the Oakridge Ranch Improvement Committee shall assume the duties of the Architectural Control Committee.

5. LIVESTOCK AND POULTRY

Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any tract under the following conditions:

- a. No livestock of any type shall be allowed to run loose upon the streets or common areas as shown on the Plat.
- b. All horses, cattle or other livestock or animals shall be kept enclosed on the tract by suitable fencing.
- c. No swine may be bred, kept or maintained on any tract in this Subdivision, except one (1) per tract owned for personal consumption and or show competition.
- d. No chickens, turkeys or other poultry may be kept or raised in this project, except five (5) per acre owned for personal consumption and or show competition.
- e. Horses are permitted in the Subdivision, but public stables are not permitted.
- f. Cattle are permitted in the Subdivision, but feed lots are not permitted.
- g. Each tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

6. GARBAGE AND REFUSE DISPOSAL

All tracts in the subdivision shall be maintained in a clean, neat and attractive condition. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each tract owner shall be responsible for disposing of all of his trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority. All tract owners shall provide for the disposal of waste material through a septic system approved by the appropriate governmental authority.

No tract shall be used as a storage or salvage yard. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on any tract. Personal campers, boats, tractors, trailers, recreational vehicles, etc., in good and usable condition may be kept on the Property.

7. NUISANCES

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

8. RESUBDIVISION

No tract in the Subdivision may be further subdivided.

9. ACCESS TO ADJOINING PROPERTY OUTSIDE OAKRIDGE

No tract in the Oakridge Subdivision may be used as an access easement for a road to a tract outside Oakridge with the intent to develop that outside tract and utilize the existing roads in Oakridge. The maximum width of any road or driveway on any tract is limited to twelve feet (12') in width.

10. DRIVEWAYS.

Driveways shall be constructed of all weather materials over a minimum eighteen inches (18") culvert in the road ditch.

11. EASEMENTS

Developer, for and on behalf of itself and the Association, reserves easements for the installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. The easements are for the purpose of installing, using and maintaining public utilities. The easements are for the general benefit of the Subdivision and the property owners and are reserved and created in favor of all utility companies serving the Subdivision. Furthermore, Developer for itself and the Association, reserves an easement over and across all parkways, roads and common areas shown on the plat. The access easements shown on the Plat are for the exclusive use of the Developer and the Association.

12. RECREATIONAL FACILITIES.

Developer or the Association, shall have the right, but not the obligation, to construct and operate legitimate recreational facilities upon the areas designated as parkways on the Plat, or upon any lot which Developer, at its sole discretion, determines would be suitable for such facilities.

13. RECREATIONAL VEHICLES.

No all terrain vehicles, (i.e. three wheelers, four wheelers, motorcycles, etc.) shall be allowed on the roads in the Subdivision from October through January 15 each year.

14. OAK RIDGE IMPROVEMENT ASSOCIATION

(a) Membership of Association. Each and every owner of a tract (under a Contract for Deed or a Deed) in the Subdivision shall be a member of the Oak Ridge Improvement Association (the "Association"). The Association may be a non-profit corporation or an unincorporated association.

(b) Voting Rights. Each member shall be entitled to one (1) vote for each tract in which they hold the interest required for membership. When more than one (1)

person holds such interest or interests in any tract, all such persons shall be members, and the vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any tract.

- (c) Notice and Voting Requirements. Any and all elections of the Association shall be governed by the following rules:
 - (1) Written notice of any election shall be given to all members by certified mail return receipt required at least fourteen (14) days prior to the date of such election.
 - (2) Votes shall be by written ballot and the ballot shall be retained for at least one year after the election.
 - (3) Any election shall be determined by a simple majority of the votes cast in such election.

15. IMPROVEMENT COMMITTEE

- (a) Formation. The Improvement Committee (the "Improvement Committee") shall be the governing body of the Association. The Improvement Committee shall be composed initially of Jim Brasse, Elmo Taylor and Gene Foy.
- (b) Election. After ten percent (10%) of the tracts in the Subdivision have been conveyed by Contract for Deed or Deed, the initial members of the Committee shall arrange for an election of the members to elect three members of the Association to replace them on the Improvement Committee. The election shall be in accordance with Section 13 hereof.
- (c) Powers and Functions. The Improvement Committee shall have the following powers and functions:
 - (1) Hold elections pursuant to Section 13 hereof.
 - (2) Collect and expend, in the interest of the Subdivision, the Maintenance and Recreation Fund as voted by the Association.
 - (3) Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner in the Subdivision).

- (4) Maintain the common road in the Subdivision in a smooth, passable condition, free from obstructions.
- (5) Maintain any and all Recreational Facilities constructed by the Association or Developer for the benefit of all property owners in the Subdivision.

16. MAINTENANCE AND RECREATION FUND

- (a) Annual Assessments. Each owner of any tract by acceptance of a Deed or Contract for Deed thereto, whether or not it shall be so expressed in a Deed or other conveyance, is deemed to covenant and agree to pay the Association the annual assessments which shall hereafter from time to time be fixed, established and collected by the Committee. The initial annual assessment for Section Four shall be NINETY-SIX AND NO/100 DOLLARS (\$96.00). The annual assessment may not be increased by more than ten percent (10%) per year without the approval of a majority of the Association. Developer is not hereby obligated to pay such assessments, but may elect to do so. The annual assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land affected thereby and shall be secured by a continuing lien which is hereby reserved in favor of the Association upon each tract against which each such assessment is made, to the same extent as if retained by Developer and expressly assigned to the Association. Each such annual assessment shall also be the personal obligation of the person who was the owner of the tract at the time when each such assessment became due and payable.
- (b) Purpose of Assessments. The annual assessments levied by the Improvement Committee shall be used exclusively for the purpose of creating a fund for the improvement and maintenance of the Subdivision (the "Maintenance and Recreation Fund"). The Improvement Committee shall use the Maintenance and Recreation Fund for expenses incurred for any of the following reasons: maintenance of the private road and operation and maintenance of recreational facilities. The Improvement Committee's decisions shall be final as to the use of the Maintenance and Recreation Fund and the members of the Improvement Committee shall be free from liability for actions within the Improvement Committee's function, unless gross negligence is proven.

If a property owner shall individually cause damage to the private road, the damage shall be repaired at the sole cost and expense of the responsible property owner.

- (c) Date of Commencement. The annual assessment shall commence on June 1, 1997, and shall be payable annually on the first day of June thereafter in advance.

(d) Effect of Nonpayment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay or foreclose the lien against the tract and interest, costs and reasonable attorney's fees for any action shall be added to the amount of such assessment.

(e) Term. Such assessments shall continue during the term of the Restrictions.

17. TERM

These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Colorado County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

18. ADDITIONS TO EXISTING PROPERTY.

The Developer may add or annex additional tracts or sections from time to time and at anytime to the scheme of these Restrictions by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property.

19. ENFORCEMENT

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any tract in the Subdivision, by the Developer or by the Improvement Committee. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

20. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgments or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

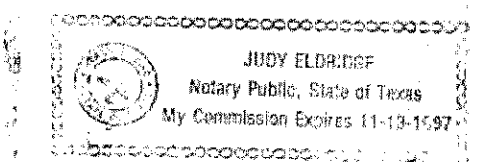
EXECUTED on this 19th day of June, 1997.

SABINE INVESTMENT COMPANY OF TEXAS, INC.

By: James E. Brasse
James E. Brasse, President

THE STATE OF TEXAS §
COUNTY OF ANGELINA §

This instrument was acknowledged before me on this 19th day of June, 1997, by James E. Brasse, President, SABINE INVESTMENT COMPANY OF TEXAS, INC., a Texas corporation, on behalf of said corporation.



Judy Eldridge
Notary Public, State of Texas