



BILL JOHNSON AND ASSOC. REAL ESTATE CO.

420 E. Main St., Bellville
 FM 1094 at Cedar St., New Ulm
 Bellville - New Ulm, TX 77418 - 78950
 Phone: Bellville (979) 865-5466 New Ulm (979) 992-2636
 Fax: Bellville (979) 865-5500 New Ulm (979) 992-2637
 Email: billjohnson@bjre.com



Price:	\$35,000
Type:	Lot
Address:	Emerald Dr., Bellville, TX
City/County:	BELLVILLE, Austin County
Bed/Bath:	0 Bed, 0 Bath
Size/Acreage:	~0 Sq. Ft., ~1.20 Acres
ID No.:	64705
Status:	Active

Gindorf Estates is an excellent opportunity in Austin County, Texas! Take advantage of the great prices for these small acreage lots! All home builders are welcome!!

Gindorf Estates is now offering five (5) oversized lots and thirty (30), one (1) acre lots, for purchase by owners and/or home builders. The five (5) oversized lots range in size from 5.2 acres to 11.6 acres, and are individually priced with ranges from \$10,000 to \$12,000 per acre. The thirty (30), one (1) acre lots range from \$30,000 to \$35,000 per lot.

Gindorf Estates features green rolling hills, mature trees, seasonal creek, impressive views, wonderful home sites, underground utilities, and paved road frontage. This desirable location is an easy commute from west of Houston. Convenient to Bellville, Sealy, Columbus, State Hwy 36, State Hwy 290, and I-10.

These lots are ready for your new custom DREAM HOME! Hurry and get your choice today! Lots like these do not last long, so please schedule an appointment today!

BILL JOHNSON AND ASSOCIATES REAL ESTATE COMPANY WILL CO-BROKER IF BUYER IS ACCOMPANIED BY HIS/HER AGENT AT ALL PROPERTY SHOWINGS.

Please visit www.bjre.com to see all of our listings!!



Improvements	Land Features	Other
Single Floor Age Range: 0-5 Yrs Well Septic	Restricted Maint. Fees: \$250 Paved Road Frontage County Road Frontage Minerals Conveyed: None Mostly Flat	School District: Bellville Taxes: \$266.29 Financing Cash Conventional
Directions: From Bellville: Take Hwy 36 S towards Sealy approximately 2 miles. Turn left on Gindorf Road. Look for Bill Johnson & Associate signs at the entrance of Gindorf Estates.		

[Map of BELLVILLE](#) [Contact the Agent](#) [Email this Listing](#)

Disclaimer: Information is deemed reliable but not guaranteed. All information should be independently verified and neither TXLS nor Bill Johnson Real Estate assume any liability for information obtained through the use of this site. - Copyright 2010 Calantha Communications, Inc

**Bill Johnson and Associates Real Estate Co.**

420 E. Main St., Bellville, TX 77418

424 Cedar St., New Ulm, TX 78950

979-865-5969 or 281-463-3791 - Bellville

979-992-2636 or 281-220-2636 - New Ulm

www.bjre.com

NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESSED OR IMPLIED ARE MADE AS TO THE ACCURACY OF THE INFORMATION HEREIN OR WITH RESPECT TO THE SUITABILITY, USEABILITY, FEASIBILITY, MERCHANTABILITY OR CONDITION OF ANY PROPERTY DESCRIBED HEREIN.

ACREAGE LISTING

Location of Property: Emerald Dr., Bellville, TX 77418 Listing #: 64705
 Address of Property: **Tract #6 (Block 5, Lot 6)** Road Frontage: 435'
 County: Austin Paved Road: ☒ YES ☐ NO For Sale Sign on Property? ☒ YES ☐ NO
 Subdivision: Gindorf Estates Lot Size or Dimensions: 1.200 acres
 Subdivision Restricted: ☒ YES ☐ NO Mandatory Membership in Property Owners' Assn. ☒ YES ☐ NO

Number of Acres: 1.2000**Price per Acre (or)****Total Listing Price:** \$35,000.00**Terms of Sale:**

Cash: ☒ YES ☐ NO
 Seller-Finance: ☐ YES ☒ NO
 Sell.-Fin. Terms:
 Down Payment:
 Note Period:
 Interest Rate:
 Payment Mode: ☐ Mo. ☐ Qt. ☐ S.A. ☐ Ann.
 Balloon Note: ☐ YES ☐ NO
 Number of Years:

Property Taxes:

		2010
School:	\$	179.63
County:	\$	56.08
FM/Rd/Br.:	\$	20.90
Hospital:	\$	9.68
City:		
TOTAL:	\$	266.29

Agricultural Exemption: ☐ Yes ☒ No**School District:** BELLVILLE I.S.D.**Minerals and Royalty:**

Seller believes NONE *Minerals
 to own: NONE *Royalty
 Seller will 0% Minerals
 Convey: 0% Royalty

Leases Affecting Property:Oil and Gas Lease: ☐ Yes ☒ No

Lessee's Name:

Lease Expiration Date:

Surface Lease: ☐ Yes ☒ No

Lessee's Name:

Lease Expiration Date:

Oil or Gas Locations: ☐ Yes ☒ No**Easements Affecting Property:** Name(s):

Pipeline: NONE
 Roadway: PAVED
 Electric: SAN BERNARD ELECTRIC
 Telephone: A T & T
 Water: NONE
 Other: NONE

Improvements on Property:Home: ☐ YES ☒ NO See HOME listing if Yes

Buildings: NONE

Barns: NONE

Others: NONE

Approx. % Wooded: 0%

Type Trees:**Fencing:** Perimeter ☐ YES ☒ NO

Condition:

Cross-Fencing: ☐ YES ☒ NO

Condition:

Ponds: Number of Ponds: NONE

Sizes:

Creek(s): Name(s): NONE**River(s):** Name(s): NONE**Water Well(s): How Many?** ONE

Year Drilled: 2007 Depth UNKNOWN

Community Water Available: ☐ YES ☒ NO

Provider:

Electric Service Provider (Name):

San Bernard Electric Cooperative

Gas Service Provider

None

Septic System(s): How Many: ONE

Year Installed: 2007

Soil Type: Clay, Black, Sandy**Grass Type(s):** Native**Flood Hazard Zone:** See Seller's Disclosure or to be

determined by survey.

Nearest Town to Property: BELLVILLE

Distance: 3 Miles

Driving time from Houston 45 Minutes

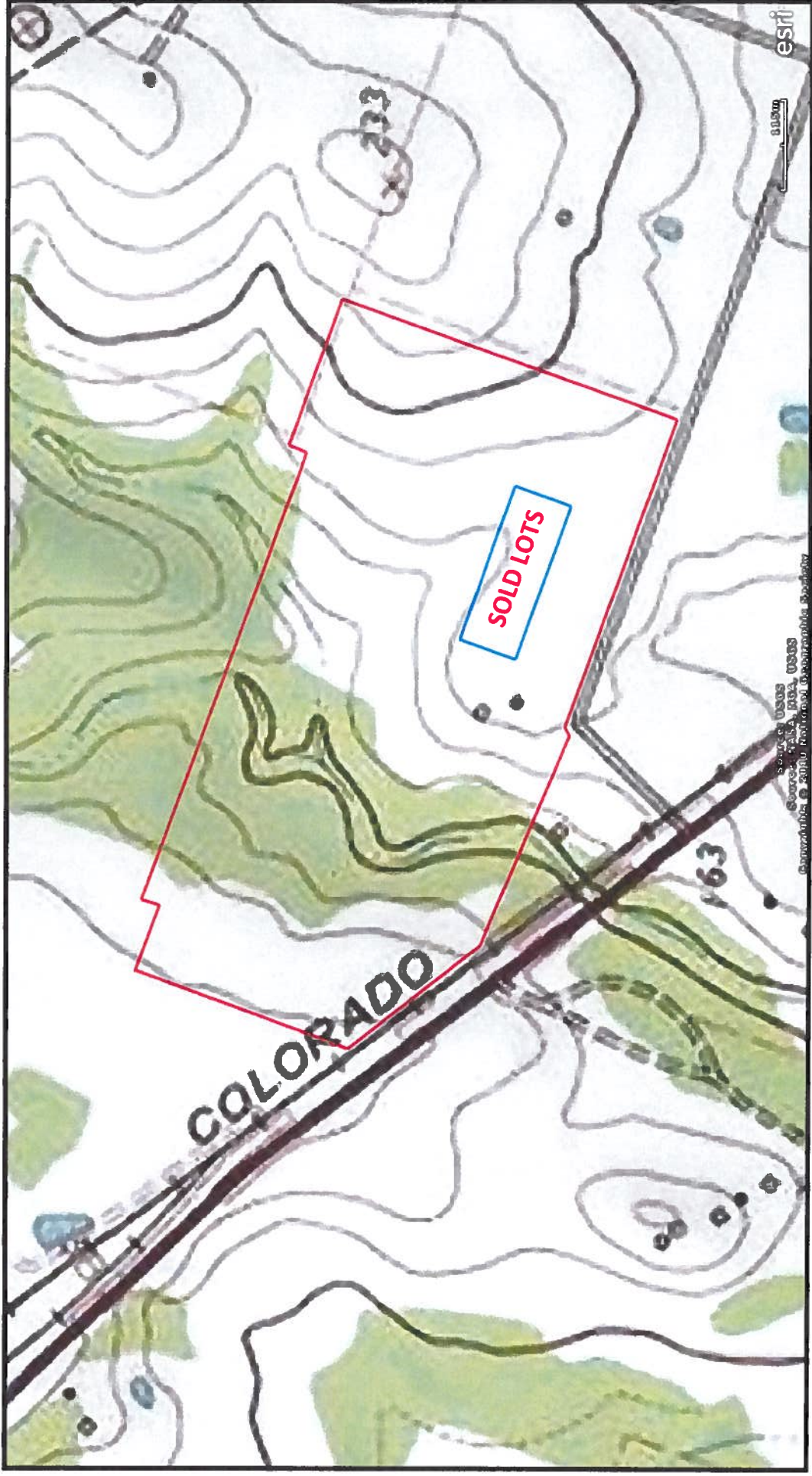
Items specifically excluded from the sale:**Additional Information:**

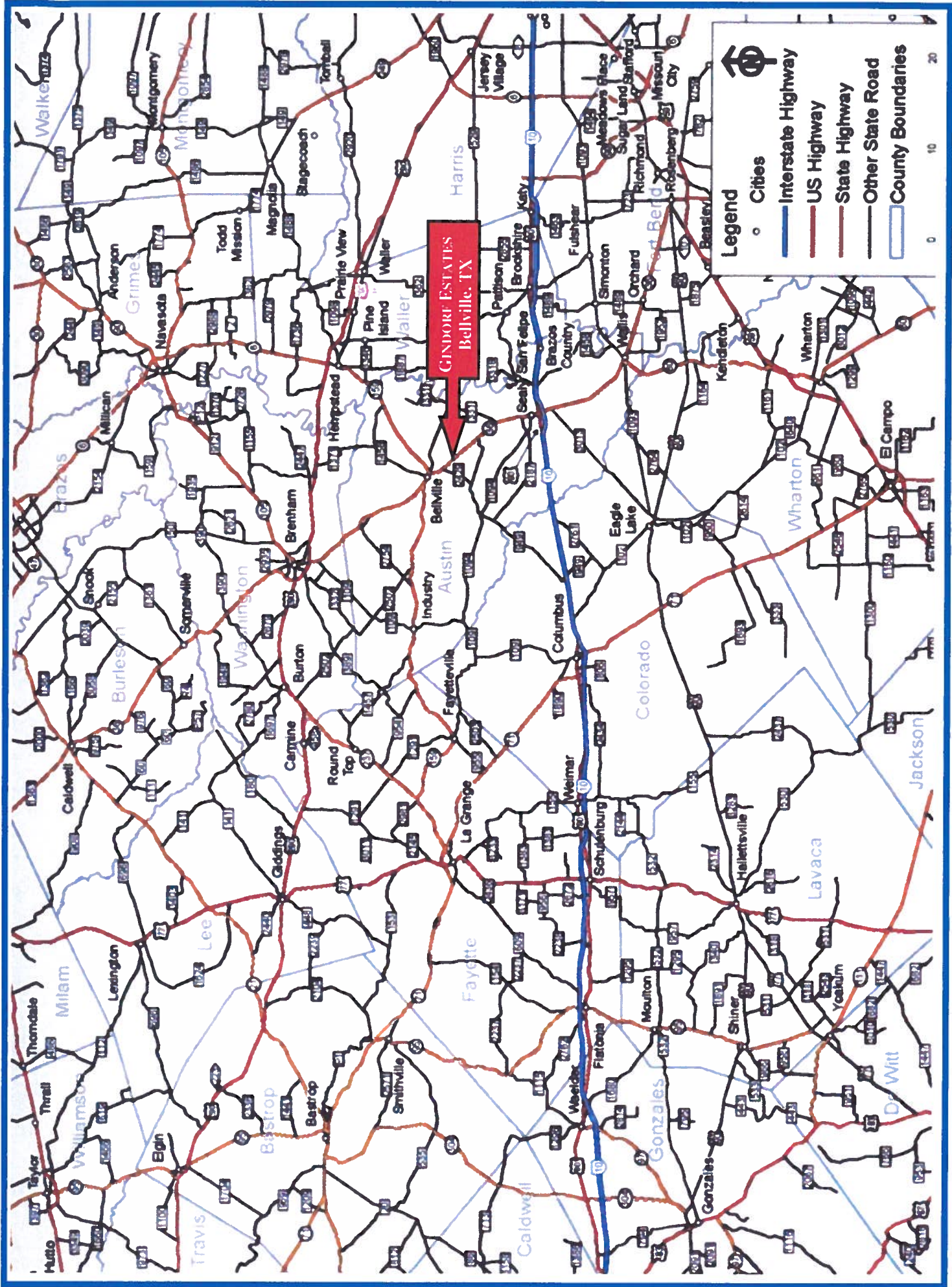
**BILL JOHNSON AND ASSOCIATES REAL ESTATE COMPANY WILL CO-BROKER IF BUYER IS
 ACCOMPANIED BY HIS OR HER AGENT AT ALL PROPERTY SHOWINGS.**

GINDORF ESTATES SUBDIVISION



GINDORF ESTATES SUBDIVISION





Legend

- Cities
- Interstate Highway
- US Highway
- State Highway
- Other State Road
- County Boundaries

0 10 20

DECLARATION OF RESTRICTIONS

GINDORF ESTATES SUBDIVISION

THE STATE OF TEXAS)
)
COUNTY OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

THAT **Deerwood Homes Bellville, LP**, a Texas limited partnership, acting herein by and through its duly authorized officers, (hereinafter referred to as "Developer"), is the owner of that certain 91.3359 acres, more or less, in the James Cummings Hacienda, Middle 2 Leagues, Abstract No. 31, Austin County, Texas, the same being more fully described by metes and bounds in Exhibit "A" attached hereto (and being sometimes hereinafter referred to as "the Subdivision").

Developer desires to create and carry out a uniform plan for the improvement, use, development and sale of all of the tracts in the Subdivision; and, to that purpose, Developer hereby adopts, establishes, and imposes the following declarations, reservations, protective covenants, and limitations, governing the use, occupancy, and conveyance of all tracts in the Subdivision. Each contract or deed which may be hereafter executed with regard to any of the tracts in the Subdivision shall conclusively be held to have been executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

ARTICLE ONE **DEFINITIONS**

1.01 "The Subdivision" shall refer to the Gindorf Estates Subdivision as approved by the Commissioners Court of Austin County on September 25, 2006, at 4:57 pm, and filed of record at the Austin County Clerk's office file number 065672, Plat Cabinet No. 2, Sleeve No.17 and as more fully described more particularly by metes and bounds in Exhibit "A".

1.02 "The Subdivision Plat" shall refer to the Plat of Gindorf Estates Subdivision file number 065672, Plat Cabinet No. 2, Sleeve No.17, of the Plat Records of Austin County, Texas, to which reference is here made for all purposes.

1.03 "Tract" as used herein shall refer to any lot of parcel of land located in the Subdivision, hereafter sold by Developer.

1.04 "Tract Owner" shall refer to the owner (whether one of more persons or entities) of any tract or any interest therein, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.05 "Developer" shall include Deerwood Homes Bellville, LP, and its successors and assigns, if such successors or assigns shall acquire more than one undeveloped tract from Developer for the purpose of development.

ARTICLE TWO **RESERVATIONS AND DEDICATION**

2.01 For the use and benefit of Developer and owners of all of the Tracts in the Subdivision, there are hereby dedicated, subject to the rights of abandonment hereinafter reserved, private road and utility easements, the location and description of which are more particularly described in the Subdivision Plat. Said easements may also be referred to in various future conveyances from Developer to Tract Owners. No Tract Owner shall erect structures upon, obstruct, or otherwise make use of such road or utility easements in such manner as to prevent utilization of the easements for the purposes herein set out.

Developer (prior to the formation of the Property Owners' Association, hereinafter described) and the Property Owners' Association (after its formation) reserve and retain the rights to: (i) negotiate and enter into agreements with companies furnishing utility services, granting to such companies the right to use and occupy such easements for the purpose of furnishing utilities for the benefit of the property owners in the Subdivision (ii) convey and dedicate all utility easements to Austin County or other political sub-division, for public purposes.

2.02 Developer hereby reserves and retains drainage easements, the location and description of which are set forth in the Subdivision Plat, for the purpose of drainage, and maintenance and improvement of drainage, of the Subdivision. Nothing herein shall imply any obligation on the part of Developer, its successors or assigns, to maintain, improve, or otherwise take any action with reference to said easements. No Tract Owner shall erect structures upon, obstruct, or otherwise make use of such road or utility easements in such manner as to prevent utilization of the easements for the purposes herein set out.

ARTICLE THREE **ARCHITECTURAL CONTROL**

3.01 Developer shall designate and appoint an Architectural Control Board consisting of three persons, which Board shall serve at the pleasure of Developer. The Board shall assign its authority hereunder to the Gindorf Estates Property Owners Association at or before such time as one hundred percent (100%) of the Tracts are sold by the Developer. (Developer may, at its option, call an election and require the Tract Owners, including the Developer, to form such Association and elect officers thereto prior to a time when 100% of the Tracts in the Subdivision have been sold.) The Gindorf Estates Property Owner's Association, after its formation, shall succeed to and shall exercise all of the rights and powers' herein granted to the Architectural Control Board (and shall exercise such rights and powers in lieu of said Architectural Control Board) which rights and powers shall include the specific authority to:-

- (a) Collect and expend, in the interest of the Subdivision as a whole, the maintenance fund hereinafter created;
- (b) Enforce, by appropriate proceedings, these covenants and restrictions;
- (c) Enforce or release any lien imposed on any part of this Subdivision by reason of violation of any of these covenants or restrictions, or by reason of any provision contained herein; and
- (d) Approve or disapprove plans and specifications for improvements in said Subdivision submitted to it in accordance with these restrictions, and to perform all other duties and exercise all other rights of the Architectural Control Board.

Prior to the formation of the Gindorf Estates Property Owners Association, Developer specifically reserves and retains all such rights and powers unto itself (and to anyone to whom it may assign the right).

3.02 No building or improvement of any character (including by way of example but not by way of limitation, residences, garages, outbuildings, swimming pools, tennis courts, outside lighting, propane tanks, water storage tanks, and any additions or alterations to any of the foregoing) shall be erected, placed, renovated or reconstructed on the property without approval of the plans and specifications by the Architectural Control Board as to quality of materials, harmony of external design with the land and with existing and proposed structures, as to topography and grade elevation, and as to reputation, qualifications, and business practices of selected builder. The Architectural Control Board shall have full and complete authority to approve or reject any such plans, specifications, and builder selections. Plans and specifications must include the location of buildings and structures with respect to the property lines. The front edge of each residence shall be located on the forty-five foot (45') front building line as indicated by the recorded plat and be centered side to side on the Tract and building pad. However, residences located on Tracts six (6) and seven (7) of block four (4) shall be centered upon the building pad with the front face of the residence on the twenty-five foot (25') building line. Additionally, prior to commencement of construction of a residence, the Architectural Control Board shall be provided with satisfactory evidence of

interim financing arrangements or of the availability of sufficient funding to complete construction within nine months of groundbreaking. A true copy of all plans and specifications shall be logged permanently with the Architectural Control Board and any buildings; structures or improvements, which are thereafter erected, shall conform in detail to such plans and specifications. It is provided, however, that if said Architectural Control Board neither approves nor rejects such plans and specifications in writing within thirty (30) days after submission of the same to said Architectural Control Board, approval shall be implied.

3.03 All fences shall be composed of three (3) rails. Fencing shall be constructed with treated material and shall be four (4) feet high. Fence posts shall be 4 inches by 4 inches treated material and rails shall be 1 inch by 6 inches treated material. Fences shall not be erected any nearer to the street than the building setback lines as shown on the plat. Fencing shall be erected as close as possible to the side and rear property lines. Medium gauge galvanized wire mesh of the same height as the rail fence may be installed to the inside face of the rail fence to retain children and dogs. Oversized Tracts 1-5 inclusive, in block 5, may install barbed or cable wire behind the regular fencing and between such fencing and the back of such lots.

3.04 One outbuilding may be installed on a Tract. The location of the structure shall meet the approval of the Gindorf Estates Architectural Control Board and be comprised of similar materials used to construct the main residential structure. Outbuildings shall not exceed 10 feet by 10 feet; however, outbuildings constructed on oversized Tracts (2 acres and greater) must not exceed 20 feet by 25 feet. All outbuildings must be located behind the residence and no closer than fifteen (15) feet from the side and rear property lines.

3.05 All propane tanks shall be buried. All water well pressure tanks shall be located inside the garages or enclosed inside the main residential structure.

ARTICLE FOUR **RESTRICTIONS**

4.01 The Tracts shall not be divided and sold in smaller parcels than originally conveyed by Developer, and no Tract Owner shall grant or allow road easements through any Tract, except as provided, in Paragraph 2.01 hereof and as set forth in the Subdivision Plat.

4.02 Each Tract within the Subdivision shall be used for single-family residential purposes only, with only one single-family residence permitted on each Tract.

4.03 No trailer (except as provided in paragraph 4.12), camper top motor home, mobile home (whether on wheels or not), tent, shack, or other temporary structure shall be erected, placed or maintained on said property, and no temporary building, basement, garage, barn, or other outbuilding on said property shall be at any time used for human habitation temporarily or permanently.

4.04 Any residence constructed on any Tract, shall be new construction only, with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. No residence shall contain less than One Thousand, Seven Hundred Fifty (1,750) square feet of living area, exclusive of porches, breezeways, patios, and garage, unless otherwise approved in writing by the Architectural Control Board.

4.05 No business or commercial structure of any kind or nature whatsoever shall be built upon, nor shall any business or commercial activity of any kind may be maintained or conducted upon, any Tract unless otherwise approved in writing by the Developer (or its successor).

4.06 No obnoxious or offensive activity may be carried on or conducted upon the Tracts, nor shall anything be done thereon which may be or become an annoyance or nuisance to Developer or adjoining Tract Owners. Barking dogs may constitute a nuisance and must not be allow to remain outside for extended periods.

4.07 No trash, garbage or debris of any kind shall be dumped or permitted to accumulate on any Tract, nor may any of such materials be burned on the premises except in an incinerator designed to such purposes and approved by Developer.

4.08 No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the Subdivision, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon any Tract. Such prohibition shall not extend to the drilling of water wells for domestic use of water on the premises.

4.09 No animals shall be raised, bred, or kept on any Tract, with the following exceptions permitted: (i) domestic or household pets, (ii) horses (one horse per three (3) acres), (iii) Restricted to Tracts 1-5, inclusive in block 5, other livestock with the exception of swine, temporarily, if part of a 4-H, F.F.A. or other bona fide youth program, provided that none of the herein cited exceptions shall be allowed to become a nuisance or offensive to other Tract Owners. Dogs shall at all times whenever they are outside of their Owner's Tract, be confined on a leash held by a responsible person. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance or produces noxious odors may be declared a nuisance and ordered removed from the Tract.

4.10 No cesspools shall be dug or permitted on any Tract. Aerobic septic systems shall be required and their structure and location shall comply with the recorded plat and all existing state, county or other laws relating thereto. All aerobic septic systems shall be properly designed, installed, operated, and maintained. Aerobic septic systems maintenance agreements and inspections shall comply with all county and state mandates. There shall be no outside toilet(s) built or used on any Tract.

4.11 No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, or front or side yard on any Tract.

4.12 No boat, trailer, camper or motorhome is to be parked on any Tract for more than twenty-four (24) hours unless stored in a garage or carport or parked in a location out of normal view from the road.

4.13 No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained in the Subdivision without the written consent of Developer, with the exception on one "For Sale" sign advertising a residence for sale, such sign not to exceed 34 inches by 46 inches. Developer shall have the right to remove any such non-conforming sign, advertisement, billboard or advertising structure which is placed in said Subdivision without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

4.14 No part of any Tract shall be used for malicious, illegal or immoral purposes nor for any purpose in violation of the laws of the State of Texas, the United States of America or Austin County, Texas, or the police, health, sanitary, or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of property located within the Subdivision.

4.15 No firearms or fireworks of any kind shall be discharged within the Subdivision.

4.16 Developer (so long as it owns any Tract in the Subdivision) shall have (and hereby reserves) the right to negotiate, grant, convey, and, at Developer's option, dedicate for public or private use, utility easements for the benefit of such property located within the Subdivision. The form of such grant, conveyance, or dedication of easements shall be within the discretion of Developer, and may, at Developer's option, lie within one or more of the Tracts. By instrument in writing, describing a particular Tract, Developer may relinquish its right to create and grant an easement under this Paragraph 4.16, covering a portion of that particular Tract.

4.17 The Tract Owners, their heirs and assigns, are bound and obligated through the purchase of said Tracts, to maintain the same at their own expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on each Tract cut as often as may be necessary to keep in a neat and attractive condition. In the event any Tract Owner should, in the opinion of Developer, fail to maintain said Tract in a neat and attractive manner, Developer will notify said Tract owner in writing of any objectionable, detrimental or unattractive conditions existing on said Tract, and request Tract Owner, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental, or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Developer specifying such objectionable or detrimental condition, then, in such event, Developer is authorized to eliminate such condition and charge the cost of the same to such Tract Owner, and any such expense incurred by Developer in such event shall be added to, be a portion of, and secured in the same manner as the maintenance charge assessed against said property, as hereinafter provide. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a Tract Owner fail to do so, after being duly notified, the Developer shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

4.18 Any building or other improvement on any Tract that is destroyed partially or totally by fire, storm, or any other means shall be repaired or demolished within a reasonable period of time by the Tract Owner, and the land restored to an orderly and attractive condition.

4.19 Culverts installed by Tract Owners from a road within the Subdivision to their driveways shall be H.D.P.E. (High Density Polyethylene Pipe) city of Houston specification document 02505.

ARTICLE FIVE **MAINTENANCE CHARGE**

5.01 Each Tract in the Subdivision shall be subject to an annual maintenance charge not to exceed Two Hundred Fifty (\$250.00) Dollars per year to be paid by the owner of each Tract for the purpose of creating a fund to be known as the "Gindorf Estates Maintenance Fund". This maintenance charge shall be secured by vendor's lien upon said property and is to be paid annually on the first day of January each year in advance, beginning January 1, 2008 to Developer, its successors or assigns, with any delinquent payments to be increased by a delinquent charge of 10% per annum. Such annual maintenance charge may be adjusted by Developer, or its successors, from year to year as the needs of the Subdivision may, in its judgment, require. Said lien shall be junior, subordinate, and inferior to any lien (and renewals and extensions thereof) granted by the owner of any Tract to secure the repayment of sums advanced to cover the purchase price for the aforesaid Tract or the cost of any permanent improvements to be placed thereon. Developer (or its successor, the Gindorf Estates Property Owners Association) will render an annual accounting of the fund to the owners of the tracts, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient towards doing things necessary and desirable, including by way of example but not by way of limitation, mowing or otherwise maintaining drainage easements and detention facility, insect fogging, or any other things necessary or desirable in the opinion of Gindorf Estates Property Owners Association, to maintain or improve the property or which it considers to be of general benefit to the owners of the property covered by these restrictions including the expenditure of funds to enforce these Restrictions. Grantees or Tract Owners purchasing Tracts after the January 1 prepayment date on any year will pay their maintenance fund charge on a pro rata basis at the time of closing.

5.02 At such time as the Gindorf Estates Property Owners Association is formed, as described above, said Association will take the responsibility of collecting and expending the maintenance funds for the purposes herein above stated, or in accordance with such by-laws as may be adopted by said Association, and will have full authority to commingle such funds with those due from owners of tracts in Gindorf Estates Subdivision and to administer the total as one fund.

ARTICLE SIX
MISCELLANEOUS

6.01 These covenants and restrictions shall run with the land, are imposed for the benefit of Developer and all future Tract owners, their heirs and assigns, and shall be binding upon the Tract Owners, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from January 1, 2008, at which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated or amended in whole or in part as hereinafter provided. These covenants and restrictions may be terminated or amended by the execution and recordation in the real property records of Austin County, Texas, of a written instrument executed by the owners (including the Developer) of a majority of the Tracts within this Subdivision and within Gindorf Estates Subdivision. In voting under these restrictions, each of said Tracts shall be entitled to one vote, regardless of the number of persons or entities owning said Tract. All of such owners or entities owning interests in such Tract shall determine among themselves how such single vote shall be cast. In addition, and without the necessity of amending these Restrictions, Developer shall have the right, with the approval of the Gindorf Estates Property Owners Association (such approval being required only if such Association then exists) to grant exceptions from time to time to the application of any particular provision of the Restrictions (other than a waiver of the maintenance charge) when so doing will not be inconsistent with the general overall plan for the development of the Subdivision.

6.02 In the event any one or more of these covenants, provisions, restrictions or conditions shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in no wise affect the validity of the other covenants, provisions, conditions or restrictions set out herein, which shall remain in full force and effect. Developer and any Tract Owner (i) shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this instrument, and (ii) may, in any such proceeding, restrain any violation or attempted violation thereof, and may recover damages for such violations, as well as attorneys fees, and other expenses incurred in enforcing the provisions of this instrument. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED by the said Developer this _____ day of _____, 2007.

Deerwood Homes, Bellville, LP

BY _____

Attest

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

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.

*** Bill Johnson and Associates Real Estate Company will represent the Seller-Owner in all real estate sales transactions, unless prior provisions with the Buyer have been agreed to and acknowledged in writing by all parties.**

**** If you wish to be represented by a Buyer's Agent, please notify the Bill Johnson and Associates Real Estate Company sales agent with whom you are working, prior to looking at any properties.**

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 or 512-465-

