

CONTRACT ADDENDUM AND ADDITIONAL DISCLOSURES

The Landing At Blanco Property Owners Association, a Texas non-profit corporation (the “**Association**”) provides this Contract Addendum and Additional Disclosures and discloses the following information:

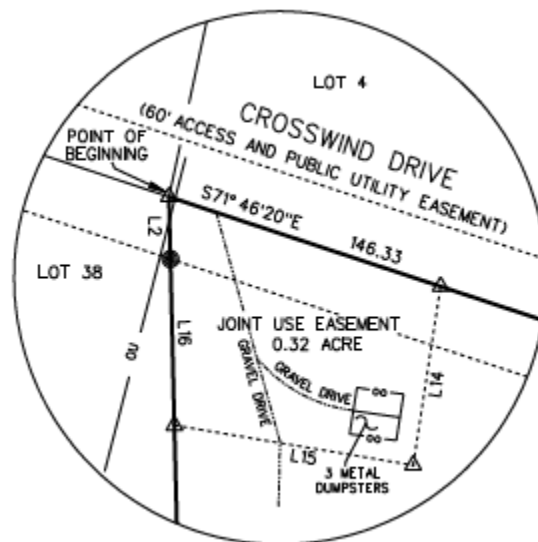
1. **Property.** The property is Lot 15, The Landing at Blanco, Blanco County, Texas, according to the plat recorded at Volume 2, Page 44-47, Map and Plat Records of Blanco County (the “Property”).
2. **Authority to Convey.** The Property is the subject of the First Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions – The Landing at Blanco, recorded as Doc. No. 2021-216921 with the Blanco County Clerk (the “Amendment”). The Amendment provides as follows:

9.17 Conveyance of Common Area Property.

Authorization to Convey Common Area Property. The Association’s Board of Directors is authorized to sell Lot 15, consisting of 39.02 acres (“Lot 15”) and is further authorized as follows:

- (1) **Conversion from Common Area to a Tract or Lot.** Immediately upon the conveyance of Lot 15 to a purchaser, the conveyed property (a “Conveyed Lot”) will no longer be “Common Area” property under Section 1.05 and will become a residential “Tract” or “Lot” under Section 1.08. Thereafter, the Conveyed Lot shall be subject to all restrictions that pertain to Lots/Tracts under the Declaration or any of the Association’s governing documents including, but not limited to, residential use restrictions, architectural approval requirements, lien rights afforded the Association, and the obligation to pay assessments, fees, fines, and other charges. Further, after the Conveyed Lot is transferred from the Association, the owner of the Conveyed Lot shall be an “Owner” under Section 1.10 of the Declaration, with membership and voting rights afforded other Owners of Tracts or Lots.
- (2) **Easements.** The Board of Directors may approve, execute, and cause to be recorded such documents and instruments as may be necessary to release, modify, or create easements and in connection with the sale of a Conveyed Lot.
- (3) **Consideration and Costs.** The Board of Directors, in its sole and absolute discretion, may establish the sales price for any portion of Lot 15 to be sold in accordance with this Section. The Board of Directors is authorized to employ professionals and incur expenses related to the sale of Lot 15 if, in the discretion of the Board of Directors, it is necessary to do so in furtherance of the Association’s efforts to sell Lot 15.

- (4) **Variance.** The as-built improvements on a Conveyed Lot that are in place on the date such property is conveyed by the Association may remain in place and a variance is granted from the requirements of Sections 3.11 and 3.14 for the improvements in place when conveyed. Any improvements must be maintained in accordance with the requirements of the Declaration and the Association's governing documents. Section 3.01 will apply to the Conveyed Lot, and the use of no more than one (1) guest house will be permitted.
- (5) **Use of Proceeds.** Any proceeds from the sale of any Conveyed Lot that remain after all expenses associated with the sale of the Conveyed Lot have been deducted shall be placed into an escrow account prior to distribution of the proceeds to the Association. Distribution shall require approval by 2/3rds of all Owners of the Association.
3. **License Agreement.** The Association intends to negotiate a temporary license agreement with the owner of Lot 38. Under the license agreement, the Association and the owner of Lot 38 agree that there will be no further use of Lot 15 for access to Lot 38.
4. **Reserved Easement and Trash Collection.** The Association will reserve for itself, and all members/owners, a non-exclusive easement over and on the Property in the area pictured below for the purpose of installing and maintaining utilities, landscaping, walking trails, water quality improvements, monumentation and signage. The foregoing rights include the right of the Association and its members to collect and store refuse, including household waste.



5. **Water Line License Agreement.** There is, at present, a water line to that extends from the City of Blanco water meter located outside the southwest corner of Lot 33 in the US 281 (east) side utility easement, to the second meter inside the Landing Lane gate near the northernmost gate controller (the "Water Line"). The Water Line then extends to Lot 15. The Association will grant a perpetual license for the use of the Water Line for

the purpose of water conveyance and delivery to Lot 15. Owner shall take all steps necessary to transfer the related utility account to Owner, and Owner shall be responsible for payment of all fees and costs associated with use of the Water Line and delivery of water through the Water Line. The Association shall reimburse Owner with its share of water, on a pro rata basis, for any water used to irrigate the Landing Lane gate landscaping as metered by the second meter.

6. **Litigation.** Bradford Bayliff and Lisa Bayliff sued the Association regarding the sale of the Property and the Association prevailed on summary judgment. The case style of every action filed in the litigation matter is referenced below:

Cause No. CV09083; *BLF LLC, Bradford W. Bayliff, and Lisa E. W. Bayliff v. The Landing at Blanco Property Owners' Association*, in the 33rd District Court, Blanco County, Texas. Summary Judgment granted on February 28, 2022.

Case No. 03-23-00487-CV; *In re BLF LLC, Bradford W. Bayliff, and Lisa E.W. Bayliff*; in the Third Court of Appeals at Austin.

Case No. 23-0313, *In re BLF LLC, Bradford W. Bayliff, and Lisa E.W. Bayliff*; before the Supreme Court of Texas.

Case No. 03-23-00118-CV; *In re BLF LLC, Bradford W. Bayliff, and Lisa E.W. Bayliff*; in the Third Court of Appeals at Austin.

Case No. 03-22-00423-CV; *BLF LLC, Bradford W. Bayliff, and Lisa E. W. Bayliff*; in the Third Court of Appeals at Austin. As of September 18, 2023, the Court had granted a request for temporary relief prohibiting conveyance of the Property to permit the Court to consider the claims raised by the Bayliffs.