

DATE: 6/19/2018 DISTANCE: 1.1 IN 30' 100' 1 20' 00'

0' 30' 60' 90'



BOUNDARY SURVEY

HICKORY LAKE

General Notes

- 1) © 2019, Texas Professional Surveying, LLC. All Rights Reserved
- 2) Survey is valid only if print has original signature of surveyor on it. Declaration is made to original purchaser of this survey. It is not transferable to additional institutions or subsequent owners.
- 3) This survey was performed without benefit of a current title report. Surveyor did not abstract title and does not certify to easements or restrictions not shown. Check with your local governing agencies for any additional easements, building lines or other restrictions not reflected on recorded plat.
- 4) Property is subject to 25' Front Building Lines, and 5' Side Building Lines, per Vol. 465, Pg. 531, D.R.M.C.T.

This Property Lies in Zone X outside the 100 Year Flood Plain Per Graphic Boring according to Community Panel No. 43336C03750 having an effective date 6-18-2014
 Job No. 14690-01
 Scale 1"=30'
 Date 6-19-2018
 Drawn By CJD
 Field Crew KH
 Revised:

Purchaser: Anne Hoffman
 Address: Yellowstone River Road, Medcalf, Texas 77116
 Lot: 14.8.13 Block: 54 Section: A.41
 Survey: John T. Vitol
 Area:
 Subdivision: Lake Conroe Forest
 Cabinet: 7 Sheet: 199 Dated: Records
 Monksbury County, Texas

Base of Bearings S 35°18'00" W - Monumented Northwestern line of Yellowstone River Road

SYMBOL LEGEND	
—P—	Overhead Power Line
—C—	Gay Wire
—W—	Wood Fence
—X—X—	Wrought Iron Fence
—X—X—	Chainlink Fence
—X—	Wire Fence
—H—	Fire Hydrant
—P—	Power Pole
—T—	Telephone Pedestal
—V—	Water Valve
—M—	Water Meter
—O—	Set Iron Rod w/TPS Cap
—O—	Find Iron Rod

I hereby certify that this survey was this day made under my supervision on the ground of the above described property, and that the above plat or drawing reflects the findings on the ground of the property at this time and that this survey meets the minimum standards of practice as approved by the Texas Board of Professional Land Surveying



Cary A. Johnson
 Registered Professional Land Surveyor No. 6524

TEXAS
 PROFESSIONAL
 SURVEYING, LLC
 3032 N. FRAZIER STREET - CONROE, TX 77385
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 FIRM REGISTRATION No. 100834-00

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: **June 25, 2019**

GF No. _____

Name of Affiant(s): **Anne Hoffman**

Address of Affiant: **1166 Lake View Dr, Montgomery, TX 77356**

Description of Property: **Lots 14 & 15 Block 54 Lake Conroe Forest 03**

County **Montgomery**, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of **Texas**, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners."):

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since **June 19, 2019** there have been no:

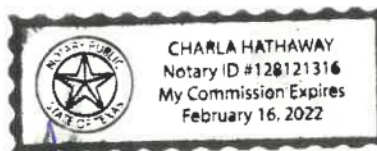
- a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
- b. changes in the location of boundary fences or boundary walls;
- c. construction projects on immediately adjoining property(ies) which encroach on the Property;
- d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below): **None**

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.


Anne Hoffman




SWORN AND SUBSCRIBED this **25** day of **June**, **2019**
Notary Public

(TXR-1907) 02-01-2010

Page 1 of 1



**ADDENDUM FOR PROPERTY SUBJECT TO
MANDATORY MEMBERSHIP IN A PROPERTY
OWNERS ASSOCIATION**
(NOT FOR USE WITH CONDOMINIUMS)
ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

Lots 14 & 15 Yellowstone River RdMontgomery

(Street Address and City)

Lake Conroe Forest POA - IMC Mgmt 936.756.0032

(Name of Property Owners Association, (Association) and Phone Number)

- A. SUBDIVISION INFORMATION:** "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

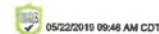
- ☐ 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- ☐ 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- ☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- ☒ 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

- B. MATERIAL CHANGES.** If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.
- C. FEES:** Except as provided by Paragraphs A, D and E, Buyer shall pay any and all Association fees or other charges associated with the transfer of the Property not to exceed \$ Buyer pays all and Seller shall pay any excess.
- D. DEPOSITS FOR RESERVES:** Buyer shall pay any deposits for reserves required at closing by the Association.
- E. AUTHORIZATION:** Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☒ Buyer ☐ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer

Anne HoffmanSeller Anne Hoffman

Buyer

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-8. This form replaces TREC No. 36-7.

(TXR-1922) 08-18-2014

TREC NO. 36-8



Approved by Circuit Court of Montgomery County, Texas, and Recorded in Volume 897, Page 193, of the Public Records of Montgomery County, Texas.

7 JUL 1930

STATE OF TEXAS
COUNTY OF MONTGOMERY

Ordinance Development Commission, the owner of the property shown subdivided in this plat as shown with a reservation of some according to the street plan attached, and as hereby designated, same as a portion of the 100-acre tract, Block No. 5, in Lake Conroe Forest Subdivision, Block No. 5, and as hereby designated to the 100-acre tract as shown the road shown herein. A 10' strip of road is hereby reserved on each side of road for utility purposes.

WITNESS OUR HANDS this 11th day of January, A.D. 1930

John A. Smith
Secretary

John A. Smith
President

STATE OF TEXAS
COUNTY OF MONTGOMERY

Before me the undersigned authority, on this day personally appeared John A. Smith and John A. Smith, known to me to be the persons whose name is subscribed to the foregoing plat, and acknowledged to me that they executed the same for the purposes and considerations therein set forth, and in their official capacities.

WITNESS MY HAND AND SEAL this 11th day of January, A.D. 1930

John A. Smith
Notary Public in and for
Montgomery County, Texas



This is to certify that the above plat correctly represents a subdivision of land and on the ground as the. All matters have been set forth in the plat for permanent record.

Plat Showing Revision of Part of Lot 10 Thru 15, Block No. 5, LAKE CONROE FOREST SUBDIVISION, Montgomery County, Texas

FILED FOR RECORD
AT O'LOCH
JAN 1 1930
W. E. GORDON
Notary Public in and for
Montgomery County, Texas

ALL ROADS ARE PRIVATE & ARE NOT TO BE MAINTAINED BY THE COUNTY.