



**SELLER'S DISCLOSURE NOTICE:  
UNIMPROVED RESIDENTIAL LAND**

THIS FORM IS FURNISHED BY THE FOUR RIVERS ASSOCIATION OF REALTORS®. LEGAL COUNSEL HAS REVIEWED IT FOR VOLUNTARY USE BY MEMBERS. ONLY MEMBERS OF A BOARD OR ASSOCIATION OF REALTORS® ARE AUTHORIZED TO USE THIS FORM.

Concerning the Property at (Address or Legal Description): 01-07 Shellyholm Rd  
TBD + 02 Serenity Rd

This notice is a Disclosure of Seller's knowledge of condition of Property as of date signed by seller and is not a substitute for any inspections or warranties Buyer may wish to obtain. This is not a warranty of any kind by Seller, Seller's agent(s), or any other agent.

1.  Yes  No Is Title To Property in Seller's Name?

If Not Who Has The to Property? \_\_\_\_\_

2.  Yes  No Seller Resides In County Where Property is Located?  
 Yes  No Seller Has Personal Knowledge of Property?

Nearest publicly maintained road is (mark all applicable):

Paved or Blacktop  Gravel  Unpaved  Adjoining Property  Accessed Through Private Property

3. Mark below (Y) for Yes, (N) for No, or (U) for Unknown for presence of conditions Affecting Property:

Y	N	U		Y	N	U	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cemetery or Any Burial Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon Gas
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Diseased Trees on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground Tanks
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flooded in 1972
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Geologic Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flooded in 1998
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flooded in 2002
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other Previous Flooding
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lead-Based Paint Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intermittent or Weather or Artesian Springs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	On Current or Prior Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wetlands on Property
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Located in 100-Year Flood Plain? If Yes, Approx. Percent of Area in Flood Plain: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mining or Quarrying
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	% <input type="checkbox"/> Located Over Aquifer Recharge Zone				

If Yes to any above, please explain: \_\_\_\_\_  
\_\_\_\_\_

4. Is Seller aware of any of the following:

Y	N	U		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Survey Available	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plat or Subdivision Layout Plan	If Yes, Filed in Public Record: <input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Deed Restrictions, Covenants, or Other Obligations Affecting the Property	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restrictions or Limitations on Use Recorded in Public Records	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Unrecorded Private Restrictions or Limitations on Use	

Initials for identification: Sellers- C-t Buyers- \_\_\_\_\_

Concerning the Property At: 01-07 Shellyholm Rd TBD + 02 Serenity Rd  
(Section 4 Continued)

Y N U

Features Shared In Common with Adjoining Landowners Whose Use or Maintenance Responsibility Could Affect Property (such as Walls, Fences, Driveways, Roofs, Wells, Meters, etc.)

Encroachments, Easements or Similar Matters that May Affect Property

Zoning, "Setback," or Other Violations or Non-Conforming Uses that Could Affect Property

Is Property Currently Subject to Annexation by any Municipality

Is Property Within the Extraterritorial Jurisdiction (ETJ) of any municipality

Any Old or Uncapped Wells On Property If so:  Water  Oil or Gas

Other   Any Environmental Studies or Reports

"Roll Back Taxes" Applicable If Buyer Changes Uses of Property

Notices of Abatement or Citations Against Property

Tax Exemptions You (Seller) Claim For Property

W "Yes," Explain: Wildlife management use

Violent Crime or Death on Property (Except Deaths Caused by Natural Causes, Suicide or Accidents Not Related to the Property)

Property Owners/Homeowners Association Fees or Assessments. If Yes, Complete the Following:

Mandatory  Voluntary Amount \$ \_\_\_\_\_ Per  Month  Quarter  Year

With the exception of Lot 2

Name of Assn: Shellyholm Rd Assment Manager's Name: TBD

Address of Property Owner's Assn: Shared Access Easement Agreement Lots 3, 4, 5, 6 + 7 Phone: \_\_\_\_\_

Y N U

Municipal Utility District (MUD) with Authority Over Property

Unpaid Fees or Assessments for Property:  Yes Amount \$ 0  None

If Yes, Name of District \_\_\_\_\_

If You Answered Yes to Any Question in this Section, Please Explain: Setbacks are required per

CCR's. Adjoining ranch is not fenced occasionally livestock  
(Horses + goats) may pass through the property.

5. Utilities Available on Site: (A = Available in Area, O = On Site, N = None, U = Unknown)

A O N U

Natural Gas

Electric

Telephone

Cable TV

Sewer System

Septic Tank

Water (Detail Below)

Propane Tanks If Propane Tanks Present:  Owned, or  Rented

Other \_\_\_\_\_

Names of Utility Providers (If Utilities On-Site or Available in Area):

Electric: Pedernales Electric Cooperative Natural Gas: \_\_\_\_\_

Telephone: GVTC

Garbage: \_\_\_\_\_

Initials for identification: Sellers- CH

Buyers: \_\_\_\_\_

Cable TV: \_\_\_\_\_ Propane Gas: \_\_\_\_\_

Concerning the Property At: 01-07 Shellyholm Rd TBD + 02 Serenity Rd

(Section 5 Continued)

Sewer:

If Sewer System, Name of Provider: N/A Phone \_\_\_\_\_  
 Septic System:  In Place  Required  Allowed  Not Allowed  Size of Field \_\_\_\_\_

Water:

If Water System, Name of Provider: N/A

Water System:  City  Well  Municipal  Co-Op  Private  MUD  
 Investor Owned Utility  None Available  Unknown

If Well on Property: N/A

Approx. Depth \_\_\_\_\_ Approx. Gallons Per Minute Flow \_\_\_\_\_ Potable/Consumable? \_\_\_\_\_

Water Source: \_\_\_\_\_ (Company, Aquifer, Etc., If Known)

**NOTICE TO SELLER:** If any of the above information changes or you wish to amend the statements above, it is your responsibility to do so prior to this form becoming a part of a purchase contract.

Paula Noh 2/24/02  
Seller Date Seller Date

**NOTICE TO BUYER:** The Listing Broker, \_\_\_\_\_

and Other Broker, \_\_\_\_\_, advise you that this Seller's Notice was compiled by Seller, as of the date signed. The Listing Broker and Other Broker 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 PRIOR TO CLOSING.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Initials for identification: Sellers CH Buyers \_\_\_\_\_

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is made by (i) Juliette Holm, as Independent Executor of the Estate of Victor Thomas Holm, Deceased, (ii) Carolyn Marie Holm, (iii) Dwight Patrick Holm, (iv) Mark Lawrence Holm, (v) Ryan Michael Long, and (vi) Kevin Allen Long (collectively, "Declarant"). Declarant owns the real property described in *Exhibit A* of this Declaration (the "Property") and Declarant declares that the Property will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured and encumbered subject to the terms, covenants, conditions, restrictions and easements of this Declaration, which run with the Property and bind all parties having or acquiring any right, title or interest in any part of the Property, their heirs, successors and assigns, and inure to the benefit of each Owner of any part of the Property.

### ARTICLE I DEFINITIONS

The following words and phrases, whether or not capitalized, have specified meanings, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 "**Declarant**" means Carolyn Marie Holm, Juliet Holm as Independent Executor of the Estate of Victor Thomas Holm, Deceased, Dwight Patrick Holm, Mark Lawrence Holm, Ryan Michael Long and Kevin Allen Long, the current owners of the Property.

1.2 "**Declaration**" means this document, as it may be amended from time to time.

1.3 "**Easement Agreement**" means the agreement recorded in Document No. 2022060 \_\_\_\_\_ Official Public Records of Comal County, Texas which affects the Property and other properties therein described.

1.4 "**Majority**" means more than half. A reference to "a majority of Owners" in this Declaration means "Owners of at least a majority of the Tracts", unless a different meaning is specified.

1.5 "**Holm Ranch**" means the called 651.41 acre tract of land described in Volume 881, Page 65 Deed Records of Comal County, Texas, of which the Property is part.

1.6 "**Owner**" means a holder of recorded fee simple title to a Tract. Declarant is the initial Owner of all Tracts. Contract sellers and mortgagees who acquire title to a Tract through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.

1.7 "**Property**" means all the land subject to this Declaration and all improvements, easements, rights and appurtenances to the land that is described in *Exhibit A* to this Declaration and includes every Tract.

1.8 "**Tract**" means a portion of the Property intended for independent ownership. Where the context indicates or requires, "Tract" includes all improvements thereon. Each Tract will be conveyed by metes and bounds.

**ARTICLE 2**  
**PROPERTY SUBJECT TO DOCUMENT**

2.1 Property. The Property described in *Exhibit A* is held, transferred, sold, conveyed, leased, occupied, used, insured and encumbered subject to the terms, covenants, conditions, restrictions, liens and easements of this Declaration, which run with the Property and bind all parties having or acquiring any right, title or interest in the Property, their heirs, successors and assigns, and inure to the benefit of each Owner of the Property.

2.2 Matters of Record. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all restrictions, easements, licenses, leases and encumbrances of record, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Tract, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded restrictions, easements, licenses, leases and encumbrances, and further agrees to maintain any easement that crosses his Tract and for which an owners association to be established pursuant to the Easement Agreement (the "Association") does not have express responsibility.

2.3 Shellyholm Road. The Property requires use of an existing private road called Shellyholm Road for access to and from the Texas Ranch Road 32, a public right-of-way. Shellyholm Road generally follows the course of the road easement as referenced and described in the Easement Agreement. All of the Property subject to this Declaration is also subject to the provisions of the Easement Agreement. Declarant and the Owners may desire that Shellyholm Road become a county maintained, public road. Upon request by the Association, each Owner agrees that within twenty (20) days of request, any portion of an Owner's Tract that lies within the sixty foot (60') right-of-way of Shellyholm Road shall be dedicated by such Owner to the County of Comal without payment of any compensation to Owner. Provided however, unless otherwise agreed to in writing by such Owner, no Owner will be responsible for any costs associated with the public road dedication, if any. No Owner may take or fail to take any action which may be required for Shellyholm Road to become a public county road unless Comal County requires that an Owner expend monies as a condition of public dedication. In the event any such Owner does not timely sign the document dedicating any portion of the sixty foot (60') right-of-way for Shellyholm Road within its Tract, then each Owner hereby irrevocably appoints the Association as its true and lawful attorney-in-fact for such Owner and in its name, place, and stead, to represent the Owners in any proceedings, negotiations or agreements and to execute any documentation required by the County of Comal in order to dedicate the sixty foot (60') right-of-way for Shellyholm Road to the County of Comal.

**ARTICLE 3**  
**USE RESTRICTIONS**

3.1 Type of Use Permitted. All Tracts shall be used for single-family residential purposes only.

3.2 Prohibited Residential Uses. No structure of a temporary character, house trailer, mobile home, manufactured housing unit, trailer, tent, shack, garage, or other outbuilding may be used on the Property at any time as a residence, either temporarily or permanently. A one-time exemption to this restriction will be permitted for the sole purpose of allowing the Owner to live on his or her Tract in a temporary residence for a period of not longer than eighteen (18) months during the construction of a permanent residence.

3.3 Building Setbacks. No building shall be constructed any nearer than fifty feet (50') from the Shellyholm Road side of the Tract, nor nearer than twenty feet (20') from any other boundary line of a Tract.

3.4 Minimum Floor Area of Residences. The minimum floor area of the main structure to be constructed on a Tract, measured to the outside of the exterior walls, exclusive of garages, open porches, patios, and detached accessory buildings, shall not be less than 1,000 square feet.

3.5 Prohibited Activities. The following activities are prohibited on the Property:

3.5.1 Professional, business, or commercial activity to which the general public is invited.

3.5.2 Camping for any period exceeding thirty (30) consecutive calendar days.

3.5.3 Activities involving or using firearms and the discharge of firearms, other than recreational hunting during normal hunting season in compliance with the regulations of Comal County, Texas and the Texas Parks and Wildlife Department. No bullets or other form of ammunition may leave the Property. Any shooting towards Shellyholm Road is strictly prohibited.

3.5.4 Drilling, mining, quarrying, or other operations in connection therewith for the removal or production of oil, gas and/or other minerals, including but not limited to drilling activities, the commercial excavation of stone, sand, gravel, sandstone, limestone, caliche, rock, clay, or similar solid materials that may be located on or under the Property, and/or explosive or blasting activities.

3.5.5 Activities that create strong, unusual or offensive odors, fumes, dust, or vapors, emit noise or sounds which are objectionable due to frequency, shrillness or loudness.

3.5.6 Emission or discharge onto or into any spring, stream, creek, lake, or body of water if such emission or discharge may adversely affect the health, safety or comfort of fish, animals, or humans on the Property or the Holm Ranch, or in the vicinity of the Property.

3.5.7 Junk yard or wrecking yard. No wrecked or junked vehicles, appliances, machinery, or other items that do not operate will be permitted to remain on the Property.

3.6 Animals. No portion of the Property may be used as a kennel or other facility for raising or boarding dogs. No pigs shall be raised, bred, or kept on the Property.

3.7 Wildlife. Each Owner and its tenants, guests and invitees of any Owner acknowledges that the Property may include or is in the vicinity of streams, bodies of water, or other natural areas. Such areas may contain wildlife. The Declarant, or any successor to Declarant shall not be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Property. Each Owner and its tenants, guests and invitees shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Declarant or any successor to Declarant has made no representations or warranties, nor has any Owner, or its tenants, guests and invitees relied upon any representations or warranties, expressed or implied, relative to the presence of such wildlife.

3.8 Lighting. All outdoor lighting used on a Tract must be installed to prevent light spillover onto any adjacent properties within and outside of the Property. Outdoor mercury vapor lights shall not be erected on any Tract. No pole supported light fixture(s) shall exceed 10 feet in height.

#### **ARTICLE 4** **GENERAL PROVISIONS**

4.1 Duration. The covenants, conditions and restrictions of this Declaration are effective for a term of twenty (20) years from the date that this Declaration is recorded, after which period the covenants, conditions and restrictions are automatically extended for successive periods of ten (10) years, subject to termination by an instrument signed by a Majority of the Owners.

4.2 Amendment. The covenants, conditions and restrictions of this Declaration may be amended at any time by an instrument signed by a Majority of the Owners. Neither any amendment nor termination will be effective until recorded in the Official Real Property Records of Comal County, Texas.

4.3 Enforcement. Declarant or any Owner has the right to enforce, by any provision in law or in equity, all restrictions, conditions and reservations imposed by this Declaration. Failure to enforce any covenant or restriction will not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.

4.4 Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Declaration shall entitle the Owners to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Declaration.

4.5 Liberal Construction. The terms and provision of this Declaration are to be liberally construed to give effect to the purposes and intent thereof. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the enforcement of the Declaration, regardless which party seeks enforcement.

4.6 Severability. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

4.7 Captions. The captions of articles and sections in this Declaration are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

4.8 Interpretation. Whenever used in this Declaration, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

4.9 Attorneys Fees. If any controversy, claim or dispute arises relating to this Declaration, its breach or its enforcement, the prevailing party is entitled to recover from the losing party reasonable expenses, attorneys fees and costs.

4.10 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Declarant, any Owner in their respective businesses or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise.

4.11 Non-Merger. This Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

4.12 Governing Law; Place of Performance. This Declaration and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Declaration is performable only in the county in Texas where the Property is located.

4.13 Notices. All notices under this Declaration shall be in writing and given by delivering the same to such party in person, by expedited, nationally recognized overnight delivery services (such as UPS or FedEx) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Declaration shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

4.14 Compliance with Laws and Regulations. No activity shall be conducted on the Property in violation of any law of the County of Comal, the State of Texas, or of the United States of America, and any Owners shall at all times comply with all applicable laws and regulations regarding the use of the Property, imposed by any governmental regulatory body, including, without limitation all applicable health laws and regulations as may be imposed for sanitary control surrounding any water well site.

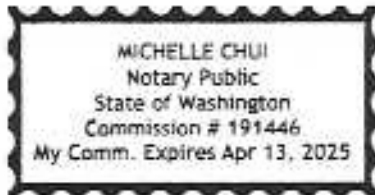


Carolyn Marie Holm  
Carolyn Marie Holm

STATE OF WASHINGTON §  
COUNTY OF King §

Before me, the undersigned authority, on this day personally appeared Carolyn Marie Holm, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes, consideration and in the capacity therein expressed.

Given under my hand and seal of office on this the 1<sup>st</sup> day of March, 2022.



Michelle Chui  
Notary Public, State of Washington

Dwight Patrick Holm  
Dwight Patrick Holm

By: Carolyn Marie Holm  
Carolyn Marie Holm, Attorney-in-Fact  
*Attorney - in - Fact*

STATE OF WASHINGTON §  
                                                          §  
COUNTY OF King §

Before me, the undersigned authority, on this day personally appeared Carolyn Marie Holm, Attorney-in-Fact for Dwight Patrick Holm, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes, consideration and in the capacity therein expressed.

Given under my hand and seal of office on this the 1<sup>st</sup> day of March, 2022.



Michelle Chui  
Notary Public, State of Washington

Mark Lawrence Holm  
Mark Lawrence Holm

By: Carolyn Marie Holm  
Carolyn Marie Holm, Attorney-in-Fact  
Attorney-in-Fact

STATE OF WASHINGTON §  
                                                          §  
COUNTY OF King §

Before me, the undersigned authority, on this day personally appeared Carolyn Marie Holm, Attorney-in-Fact for Mark Lawrence Holm, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes, consideration and in the capacity therein expressed.

Given under my hand and seal of office on this the 1<sup>st</sup> day of March, 2022.



Michelle Chui  
Notary Public, State of Washington

Ryan Michael Long  
Ryan Michael Long

By: Carolyn Marie Holm  
Carolyn Marie Holm, Attorney-in-Fact  
*Attorney-in-Fact*

STATE OF WASHINGTON §

COUNTY OF King §

Before me, the undersigned authority, on this day personally appeared Carolyn Marie Holm, Attorney-in-Fact for Ryan Michael Long, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes, consideration and in the capacity therein expressed.

Given under my hand and seal of office on this the 1<sup>st</sup> day of March, 2022.



Michelle Chui  
Notary Public, State of Washington