



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2019

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 9205 W US Highway 90 Schulenburg TX 78956-5139

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? _____ (approximate date) 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	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring			/	Liquid Propane Gas:			/	Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			/
Carbon Monoxide Det.			/	-LP Community (Captive)			/	Rain Gutters			/
Ceiling Fans			/	-LP on Property			/	Range/Stove			/
Cooktop			/	Hot Tub			/	Roof/Attic Vents			/
Dishwasher			/	Intercom System			/	Sauna			/
Disposal			/	Microwave			/	Smoke Detector			/
Emergency Escape Ladder(s)			/	Outdoor Grill			/	Smoke Detector - Hearing Impaired			/
Exhaust Fans			/	Patio/Decking			/	Spa			/
Fences			/	Plumbing System			/	Trash Compactor			/
Fire Detection Equip.			/	Pool			/	TV Antenna			/
French Drain			/	Pool Equipment			/	Washer/Dryer Hookup			/
Gas Fixtures			/	Pool Maint. Accessories			/	Window Screens			/
Natural Gas Lines			/	Pool Heater			/	Public Sewer System			/

Item	Y	N	U	Additional Information
Central A/C			/	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers			/	number of units: _____
Wall/Window AC Units			/	number of units: _____
Attic Fan(s)			/	if yes, describe: _____
Central Heat			/	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat			/	if yes describe: _____
Oven			/	number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney			/	<input type="checkbox"/> wood <input 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 type="checkbox"/> leased from _____
Security System			/	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Solar Panels			/	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater			/	<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener			/	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Other Leased Item(s)			/	if yes, describe: _____

(TXR-1406) 09-01-19

Initialed by: Buyer: _____ and Seller: DD

Page 1 of 6

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input type="checkbox"/> automatic <input type="checkbox"/> manual	areas covered: _____
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)	

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 TXR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (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	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<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	Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Previous Roof Repairs		<input checked="" type="checkbox"/>	Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Previous Other Structural Repairs		<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>			

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 conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

- | | | |
|--------------------------|-------------------------------------|---|
| Y | N | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Present flood insurance coverage (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous flooding due to a natural flood event (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR) (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a floodway (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a flood pool. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a reservoir. |

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* yes no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary): _____

Section 8. 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, with unresolved 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: _____
 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.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

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

Section 9. Seller has has not attached a survey of the Property.

Section 10. 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 11. 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 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no

Section 13. 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 14. 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.

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.

Signature of Seller _____ Date 3-7-22

Signature of Seller _____ Date

Printed Name: Don Dittrich

Printed Name: _____

(TXR-1406) 09-01-19 Initialed by: Buyer: _____ and Seller: _____

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 <https://publicsite.dps.texas.gov/SexOffenderRegistry>. 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 the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(6) The following providers currently provide service to the Property:

Electric: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

(7) 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: _____



INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2004

CONCERNING THE PROPERTY AT 9205 W US Highway 90 Schulenburg TX 78956-5139

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: _____ Unknown
- (4) Installer: _____ Unknown
- (5) Approximate Age: _____ 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? Unknown
- (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

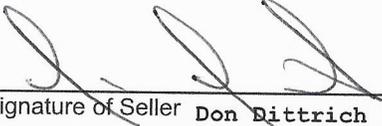
C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (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.

 3-31-02
 Signature of Seller **Don Ditttrich** Date

 Signature of Seller Date

Receipt acknowledged by:

 Signature of Buyer Date

 Signature of Buyer Date



ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 9205 W US Highway 90 Schulenburg
(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
 - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
 - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
- 2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
 - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
 - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- 1. Buyer has received copies of all information listed above.
- 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____	Date _____	Seller <u>Don Dittrich</u>	Date <u>3-31-22</u>
Buyer _____	Date _____	Seller <u>Joe L. Schindler</u>	Date <u>4/1-22</u>
Other Broker _____	Date _____	Listing Broker <u>Joe L. Schindler</u>	Date _____

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 suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

Declaration of Restrictive Covenants

Basic Information

Date: 3-23, 2022

Declarant: 4-L Texas Land Company, LLC
7211 Middle Creek Road
Schulenburg, Texas 78956

Property: 98.09 acres, more or less, out of the M. Muldoon Survey, A-75, Fayette County, Texas, more particularly described by metes and bounds on Exhibit "A" consisting of 2 pages attached hereto and made a part hereof for all purposes.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means 4-L Texas Land Company, LLC, and any successor or assign that is named as successor in a recorded document, including subsequent owners of a Lot.

"Lot" means each tract of land which is a portion of the Property; said tracts being depicted on the survey attached as Exhibit A

"Owner" means every record Owner of a fee interest in a Lot.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable vehicles on the Lot; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any commercial or professional activity except reasonable home office use;
- g. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- h. installing a mobile home, manufactured home, manufactured housing, motor home, recreational vehicle, camper, fifth wheel campers or house

trailer on a Lot that is visible from a road or an adjacent Lot. Temporary facilities such as travel trailers and motor homes may be utilized during the construction period. However, in no event shall any such temporary facility be allowed to remain on the property longer than one (1) year. This one (1) year period shall be cumulative in nature. Following the completion of construction those temporary facilities such as travel trailers and motor homes may be stored upon the property so long as they are not used as a residence.

- i. interfering with a drainage pattern or the natural flow of surface water;
- j. allowing a renter, guest, or other person who is a registered sex offender to reside at the Property; and
- k. storage of hazardous materials, except during construction, provided such hazardous materials will be utilized within 10 days of delivery
- j. commercial raising of livestock of any type or commercial feedlot type operations, commercial swine operations or commercial poultry. Livestock may be kept and maintained on said lots in numbers not to exceed one (1) animal for each acre. Chickens, ducks, geese or other" poultry shall be allowed if contained within a pen and do not become an annoyance to neighbors. Animals used for non-commercial special projects are allowed, such as a child's participation in FFA, 4H, or other special projects emphasizing education and individual responsibility with animals including poultry and swine.

C. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided, unless the subdivision will result in all subdivided Lots being eleven acres or more in size.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Minimum Size.* Each residence constructed on a lot shall contain not less than 1,000 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and

carports.

- b. *Construction Time.* Any residence constructed or other permanent structures are to be completed within one year from the start of construction.
- c. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.
- d. *Outbuildings.* Outbuildings used in conjunction with residential use of the lots are permitted. All outbuildings including detached garages, workshops and barns must be of good construction, kept in good repair and not used

D. General Provisions

- 1. *Term.* This Declaration runs with the land and is binding in perpetuity.
- 2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
- 3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- 4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of seventy-five percent of the Owners.
- 5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
- 6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
- 7. *Enforcement.* These restrictions may be enforced by Declarant or any Owner. Should an Owner of a Lot violate any of the covenants and restrictions set forth herein, it shall be lawful for any other Owner(s) to file an appropriate lawsuit in the District Court in and for Fayette County, Texas against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, and the prevailing party shall be recover his reasonable attorney's fees incurred in connection with the enforcement of these restrictions.

Declarant:

4-L Texas Land Company, LLC

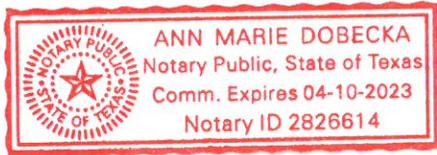


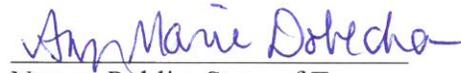
Don F. Dittrich, Manager

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

THIS INSTRUMENT was acknowledged before me on the 23rd day of March, 2022, by Don F. Dittrich, in his capacity as Manager of 4-L Texas Land Company, LLC





Notary Public, State of Texas

Prepared in the office of:
Ryan & Dawson
716 Upton Avenue
Schulenburg, Texas 78956

After recording, return to:
Ryan & Dawson
716 Upton Avenue
Schulenburg, Texas 78956



**BARTON
& ASSOCIATES
LAND SURVEYING**

6113 SARATOGA BLVD. SUITE F, #335 - (361) 208-4284
TEXAS LICENSED SURVEYING FIRM 10194009
THE INTERSECTION OF QUALITY AND EFFICIENCY

98.09 ACRE TRACT

Field Notes Description

Being out of the M. Muldoon League No. 13, Abstract 75, Fayette County Texas, also being the remaining portion of a 141.6 acre tract conveyed from Reglna Olsovsky to Dennis S. Olsovsky by Gift Deed dated August 29, 2003 and recorded in Volume 1230, Page 339 of the Official Records of Fayette County, Texas.

Being more fully described by metes and bounds as follows:

BEGINNING: at a rock, (Y = 13,801,055.17, X = 2,589,951.85), found in the north right of way line of West Highway 90 and at the southwest corner of a 0.71 acre tract conveyed to I.J. Pavlicek, et al in Volume 1288, Page 121 of the Official Records of Fayette County, Texas, for the southeast corner of this herein described tract;

THENCE: along the north right of way line of said West Highway 90 and the south line of this herein described tract with following calls:

N 87°53'03" W -1001.74 feet to a concrete monument found;

THENCE: N 81°59'27" W -201.48 feet to a concrete monument found:

THENCE: N 87°51'51" W -515.14 feet to a fence corner post found at the southeast corner of a 43.47 acre tract conveyed to Adolph J. and Linda Snow Novack, Jr. in Volume 474, Page 954 of the Deed Records of Fayette County, Texas, for the southwest corner of this herein described tract;

THENCE: along the east line of said 43.47 acre tract, the east line of a 78.62 acre tract conveyed to Cynthia Koncaba, et al in Volume 1433, Page 584 of the Official Records of Fayette County, Texas, and the west line of this herein described tract with the following calls:

N 01°47'31" W -1290.44 feet to a 1/2" iron pipe found;

THENCE: N 01°52'28" W -1624.27 feet to a 1/2" iron pipe found;

THENCE: N 01°52'53" W -1017.54 feet to a 1/2" iron pipe found in the east line of said 78.62 acre tract and at the southwest corner of a 29.41 acre tract conveyed to JC and LG, LLC in Volume 2012, Page 134 of the Official Records of Fayette County, Texas, for the northwest corner of this herein described tract;

THENCE: N 88°00'31" E -729.16 feet along the south line of said 29.41 acre tract and the westerly north line of this herein described tract to a 5/8" iron rod with cap stamped "RPLS 6368" set at the northwest corner of a 29.66 acre tract conveyed to Joe J. Kurtz, IV in Volume 630, Page 691 of the Official Records of Fayette County, Texas, for the northerly northeast corner of this herein described tract;

THENCE: S 01°23'18" E -1079.27 feet along the west line of said 29.66 acre tract and the northerly east line of this herein described tract to a 3/4" iron pipe found at the southwest corner of said 29.66 acre tract and the northwest corner of a 104.91 acre tract conveyed to I.J. Pavlicek, et al in Volume 1288, Page 121 of the Official Records of Fayette County, Texas, for an angle corner of this herein described tract;

THENCE: S 02°00'33" E -1545.97 feet along the west line of said 104.91 acre tract and continuing along the northerly east line of this herein described tract to a 5/8" iron rod with cap stamped "RPLS 6368" set at the southwest corner of said 104.91 acre tract, for an interior corner of this herein described tract;

THENCE: N 86°36'11" E -872.72 feet along a south line of said 104.91 acre tract and the easterly north line of this herein described tract to a fence corner post found at a southeast corner of said 104.91 acre tract and the

southwest corner of a 20.00 acre tract conveyed to Earlene O'Brian Marital Trust in Volume 1571, Page 321 of the Official Records of Fayette County, Texas, for an angle corner of this herein described tract;

THENCE: N 86°54'22" E -112.74 feet along the south line of said 20.00 acre tract and continuing along the easterly north line of this herein described tract to a fence corner post found at the northwest corner of said 0.71 acre tract, for the southerly northeast corner of this herein described tract;

THENCE: S 01°55'15" E -1474.45 feet along the west line of said 0.71 acre tract and the southerly east line of this herein described tract to the *POINT OF BEGINNING*, containing within these metes and bounds a 98.09 acre tract, more or less.

NOTE: A Survey Plat representing a graphic image of this description styled as "98.09 ACRE TRACT" accompanies this document. This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form, including preamble, seal and signature, surveyor assumes no responsibility or liability for its correctness. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*. This description and the accompanying Survey Plat were prepared from record data furnished by the client and was done with the benefit of a Title Report. Surveyor has made no investigation or search for easements or other matters of record that a Title Report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

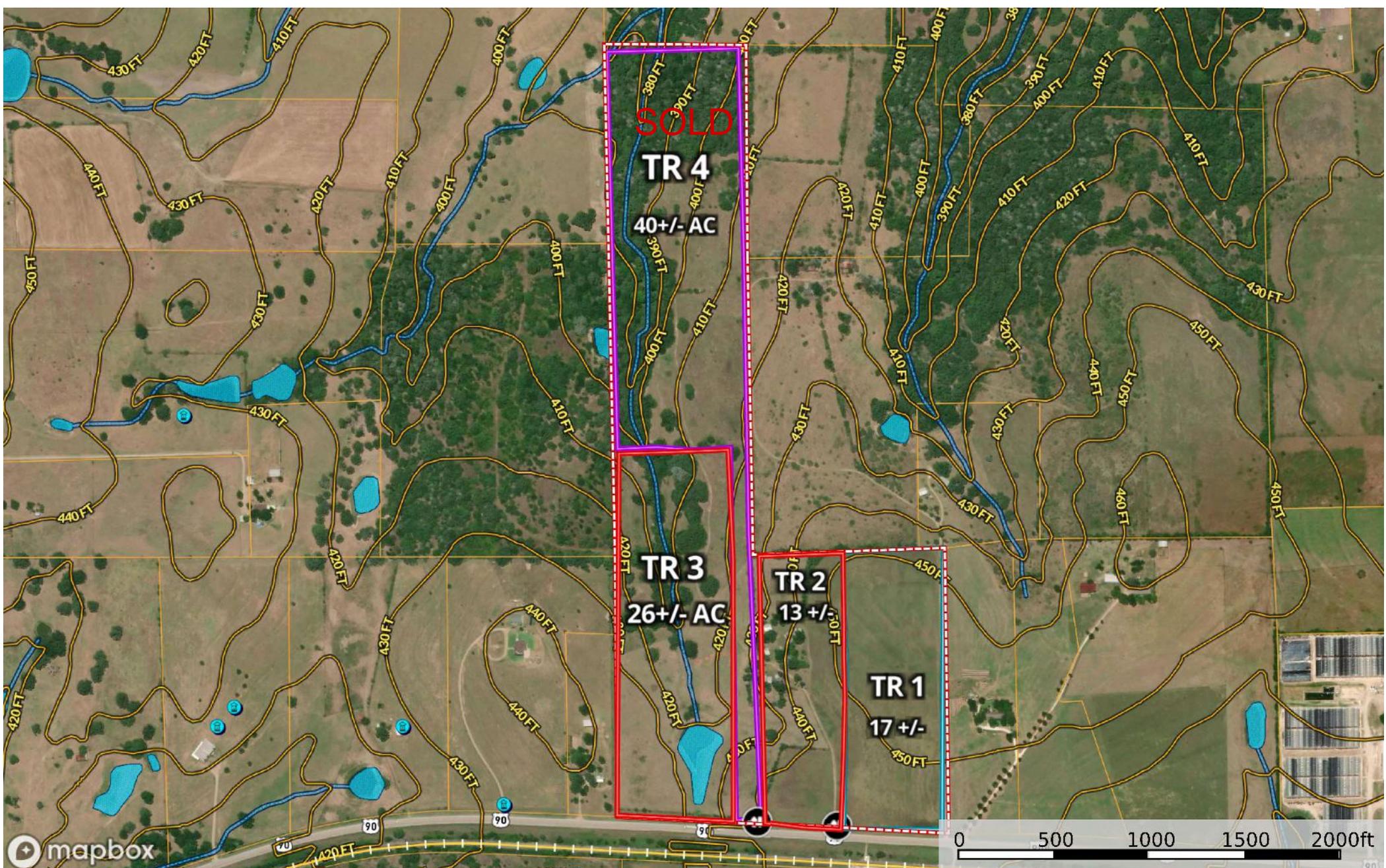
Commitment No. Y210452
December 21, 2021
Job No. 2111038
AF

COLE E. BARTON
R.P.L.S. No. 6368



98 ac Hwy 90 flatonia Divided

Texas, 98.09 AC +/-



Gate	Boundary 2	Boundary 3	Boundary	Boundary 1	Boundary 4	100 Year Floodplain	500 Year Floodplain	Floodway	Special	Unmapped/Not Included	Wetlands	Riparian	Stream, Intermittent
River/Creek	Water Body	Crude Oil	Natural Gas	Other	Water Wells	NOT AVAILABLE	Voltage 0- 99 KV	Voltage 100 - 161 KV	Voltage 220 - 287 KV	Voltage 345 KV	Voltage 500 KV	Substations	