

FOR SALE

\$549,900

8310 Jared Road, Bellville, TX 77418



3,860 Total Sq.Ft.

3 Bedrooms

2.5 Bathrooms

2 Car Garage

4.98 acres



Property Highlights

- Walk-in closet in Master Bath
- Stainless Steel Appliances
- Energy-Star rated windows
- Programmable thermostat
- Granite countertops
- 2 Fire Places



Brooke Schrader,

Broker/Owner

(979) 203-7009

soldbybrookes@gmail.com

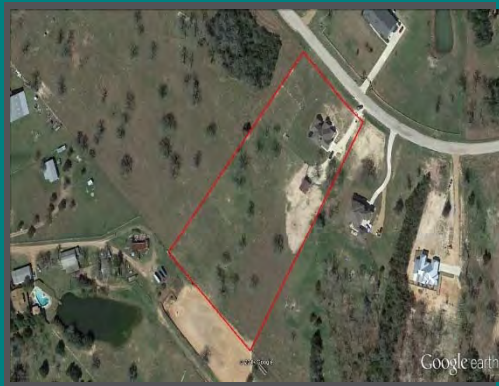


HAR MLS# 10292702

TXLS# 107142

\$549,900

8310 Jared Road, Bellville, TX 77418



Property Highlights:

- Austin County Water Supply
- Perimeter Fencing & Cross Fence
- Oak Trees
- Sandy soil
- Deed Restrictions

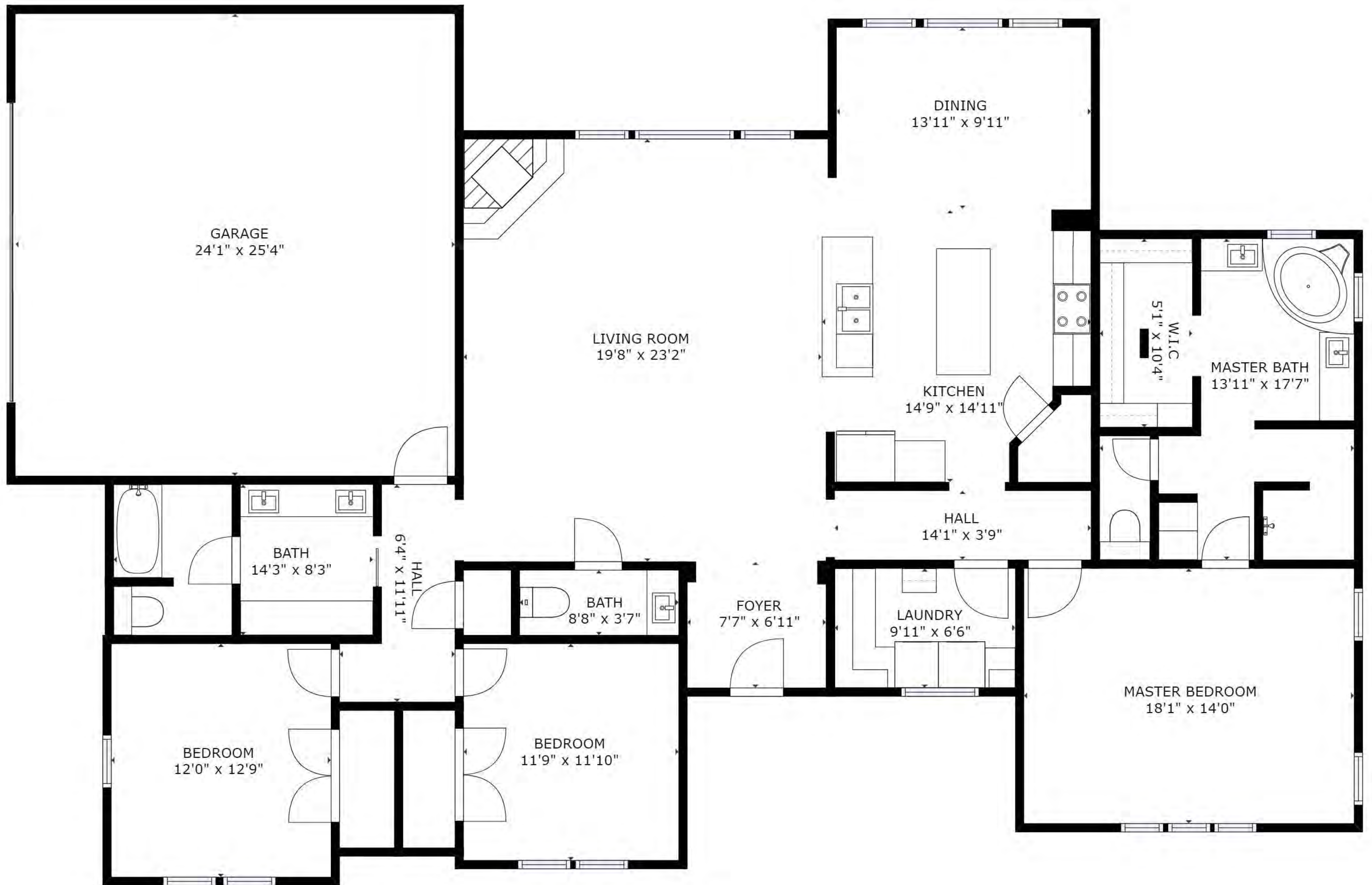


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Office Address: 200 W. Alamo St., Brenham, TX 77833





austincad.org/tax

Property Tax Record

[New Search](#)

Account: R000069713
 APD: R000069713
 Location: 0008310JARED LN
 Legal: KENNEYWOOD
 SUBDIVISION\LOT 16

Acres: 5.000
 Yr Built: 0
 Sq Ft: 0
 Def. Start: NONE
 Def. End: NONE
 Roll: R
 UDI: 100%

2017 Values
 Improvement 344348
 Land 100000
 2017 Exemptions
 CAP 20681
 HS001 84733

Owner:
 8310 JARED RD
 BELLVILLE TX 77418-1464

NOTICE If the last day of the month falls on a weekend or Holiday a payment can be accepted for that month on the next regular business day as described in Section 1.06 of the Texas Property Tax Code.

Please be aware that the amount showing is due for this day only.

[Current status](#)

[All years](#)

[Tax Estimator](#)

[e-Payment](#)

[e-Statement](#)

Year	Unit	Levy Amount	Amount Paid	Levy Due	Penalty	Interest	Col Penalty	Total Due
2017	G01	1,672.99	1,672.99	0.00	0.00	0.00	0.00	0.00
2017	H01	197.19	197.19	0.00	0.00	0.00	0.00	0.00
2017	R01	339.54	339.54	0.00	0.00	0.00	0.00	0.00
2017	R02	281.34	281.34	0.00	0.00	0.00	0.00	0.00
2017	S02	5,023.20	5,023.20	0.00	0.00	0.00	0.00	0.00
2017	Totals	7,514.26	7,514.26	0.00	0.00	0.00	0.00	0.00

[Read our Privacy Policy](#)

Austin County Appraisal District
 979-865-9124
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 Site Design by Spindlemedia



TEXAS ASSOCIATION OF REALTORS®
SELLER'S DISCLOSURE NOTICE

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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.**

**8310 Jared Road
 Bellville, TX 77418**

CONCERNING THE PROPERTY AT _____

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? _____ 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
Cable TV Wiring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Liquid Propane Gas:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-LP Community (Captive)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP on Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Intercom System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Grill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patio/Decking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plumbing System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Maint. Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Pump: sump grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rain Gutters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Range/Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof/Attic Vents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smoke Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Detector - Hearing Impaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV Antenna	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer/Dryer Hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Sewer System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas number of units: <u>1</u>
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: _____
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: _____
Attic Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas number of units: _____
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____
Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: <u>1</u> <u>1</u> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> wood <input checked="" type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: <u>1</u> number of remotes: <u>2</u>
Satellite Dish & Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> lease from: <u>direct TV</u>
Security System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> lease from: _____
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned <input type="checkbox"/> lease from: _____
Underground Lawn Sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 09-01-17

Initialed by: Buyer: _____ and Seller: AB SB

Southern District Premier Properties at KW Memorial, 950 Corbindale Road, Unit 100 Houston TX 77024
 Brooke Schrader

Phone: 9792037009

Fax: _____

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Page 1 of 5
 8310 Jared Lane

Concerning the Property at _____

Water supply provided by: ___ city ___ well ___ MUD ___ co-op ___ unknown ☒ other: Austin County Water Supply
Was the Property built before 1978? ___ yes ☒ no ___ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: metal + composition Age: 2 yrs (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
Basement		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls		<input checked="" type="checkbox"/>

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)		<input checked="" type="checkbox"/>
Interior Walls		<input checked="" type="checkbox"/>
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems		<input checked="" type="checkbox"/>
Roof		<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<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
Aluminum Wiring		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>
Diseased Trees: oak wilt		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>
Located in 100-year Floodplain		<input checked="" type="checkbox"/>
Located in Floodway		<input checked="" type="checkbox"/>
Present Flood Ins. Coverage (If yes, attach TAR-1414)		<input checked="" type="checkbox"/>
Previous Flooding into the Structures		<input checked="" type="checkbox"/>
Previous Flooding onto the Property		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>

Condition	Y	N
Previous Foundation Repairs		<input checked="" type="checkbox"/>
Previous Roof Repairs		<input checked="" type="checkbox"/>
Previous Other Structural Repairs		<input checked="" type="checkbox"/>
Radon Gas		<input checked="" type="checkbox"/>
Settling		<input checked="" type="checkbox"/>
Soil Movement		<input checked="" type="checkbox"/>
Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Underground Storage Tanks		<input checked="" type="checkbox"/>
Unplatted Easements		<input checked="" type="checkbox"/>
Unrecorded Easements		<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Water Penetration		<input checked="" type="checkbox"/>
Wetlands on Property		<input checked="" type="checkbox"/>
Wood Rot		<input checked="" type="checkbox"/>
Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Fires		<input checked="" type="checkbox"/>
Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>

(TAR-1406) 09-01-17

Initialed by: Buyer: _____, _____ and Seller: AB, SB

Page 2 of 5

Concerning the Property at _____

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 (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 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): _____

Concerning the Property at _____

Section 6. Seller ☒ has ☐ has not attached a survey of the Property.

Section 7. 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 8. 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 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? ☐ yes ☒ no

Section 10. 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 11. 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

Signature of Seller

Date

Printed Name:

Printed Name:

(TAR-1406) 09-01-17

Initialed by: Buyer: _____

and Seller: _____

Page 4 of 5

Concerning the Property at _____

8310 Jared Road
Bellville, TX 77418

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 www.txdps.state.tx.us. 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) 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.
- (4) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (5) The following providers currently provide service to the Property:

Electric: San Bernard Electric Coop

phone #: _____

Sewer: _____

phone #: _____

Water: Austin County Water Supply

phone #: _____

Cable: Direct TV

phone #: _____

Trash: Country Waste

phone #: _____

Natural Gas: _____

phone #: _____

Phone Company: _____

phone #: _____

Propane: _____

phone #: _____

- (6) 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: _____



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT

**8310 Jared Road
 Bellville, TX 77418**

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: draining field lines ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: northside out of masterbedroom - tank and lines run towards the street ☐ Unknown
- (4) Installer: Brett Galle ☐ Unknown
- (5) Approximate Age: 2 yrs ☐ 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? N/A
- (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 ☒ None
- (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.



1-4-18

Signature of Seller
Aaron Brandt

Date



1/4/18

Signature of Seller
Sabrina Brandt

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date

NOTES

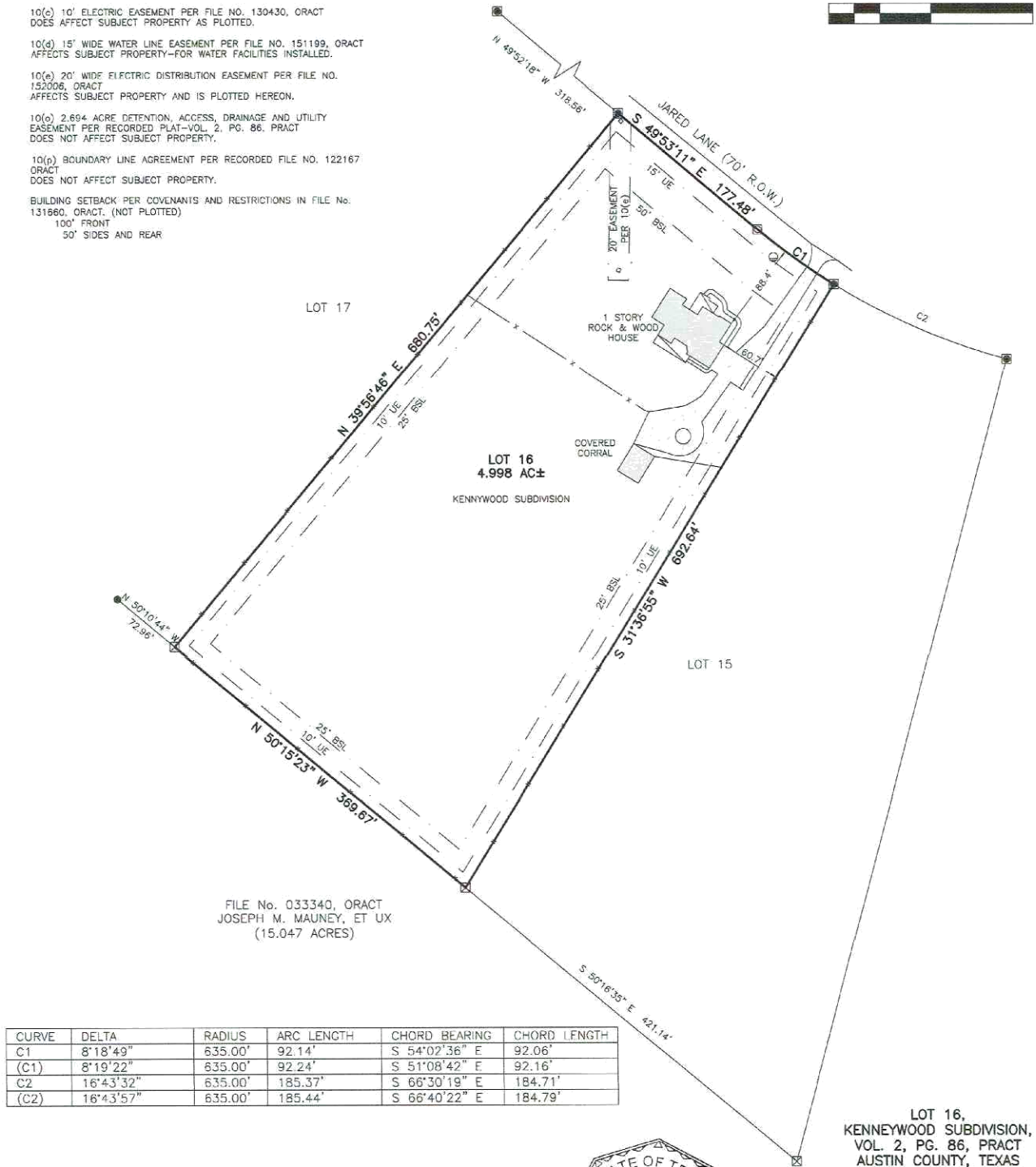
1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SEALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48015C0075E, DATED SEPTEMBER 3, 2010 THIS TRACT DOES NOT LIE WITHIN ZONE A OR ZONE AE.
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 44711, DATED AUGUST 24, 2016 PROVIDED BY BELLVILLE ABSTRACT COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT. THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THE BEARING BASIS FOR THIS SURVEY REFERS TO GRID NORTH AND WAS DETERMINED USING GPS OBSERVATIONS.

NOTES CORRESPONDING TO SCHEDULE B

- 10(a) UTILITY EASEMENTS PER RECORDED PLAT-VOL. 2, PG. 86, PRACT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 10(b) ELECTRIC EASEMENT PER VOL. 114, PG. 67, DRACT. DOES NOT AFFECT SUBJECT PROPERTY.
- 10(c) 10' ELECTRIC EASEMENT PER FILE NO. 130430, ORACT DOES AFFECT SUBJECT PROPERTY AS PLOTTED.
- 10(d) 15' WIDE WATER LINE EASEMENT PER FILE NO. 151199, ORACT AFFECTS SUBJECT PROPERTY-FOR WATER FACILITIES INSTALLED.
- 10(e) 20' WIDE ELECTRIC DISTRIBUTION EASEMENT PER FILE NO. 152006, DRACT AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.
- 10(f) 2.694 ACRE DETENTION, ACCESS, DRAINAGE AND UTILITY EASEMENT PER RECORDED PLAT-VOL. 2, PG. 86, PRACT DOES NOT AFFECT SUBJECT PROPERTY.
- 10(p) BOUNDARY LINE AGREEMENT PER RECORDED FILE NO. 122167 ORACT DOES NOT AFFECT SUBJECT PROPERTY.
- BUILDING SETBACK PER COVENANTS AND RESTRICTIONS IN FILE NO. 131960, ORACT, (NOT PLOTTED)
- 100' FRONT
50' SIDES AND REAR

LEGEND

- ORACT OFFICIAL RECORDS OF AUSTIN COUNTY, TEXAS
DRACT DEED RECORDS OF AUSTIN COUNTY, TEXAS
PRACT PLAT RECORDS OF AUSTIN COUNTY, TEXAS
- 5/8" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "2835" OR OTHERWISE NOTED
- 5/8" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "2183" OR OTHERWISE NOTED
- 1/2" IRON ROD SET WITH A PLASTIC CAP STAMPED "PAYNE 6084"
- 3/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
- WATER METER
- WIRE FENCE
- BSL BUILDING SETBACK LINE
- UE UTILITY EASEMENT
- CONCRETE



TO AARON J. BRANDT, SABRINA D. BRANDT AND BELLVILLE ABSTRACT COMPANY EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON SEPTEMBER 12, 2016; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON; AND THAT THERE ARE NO VISIBLE ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

Robert W. Johnston
ROBERT W. JOHNSTON, R.L.S. NO. 5579



G.F. NO. 44711
JOB NUMBER: 1342-001-16
CLIENT: AARON BRANDT
DATE: SEPTEMBER 20, 2016
FIELD CREW: BH, WW
OFFICE: LB

PAYNE INDUSTRIES
SURVEYING - CIVIL ENGINEERING - GIS

CORPORATE OFFICE:
1211 W. BUCK STREET
CALDWELL, TX 77036
PHONE: (713) 967-4900 FAX: (713) 967-6600
EMAIL: INFO@PAYNE-LLC.COM
WEBSITE: PAYNE-LLC.COM
FIRM REGISTRATION: 10192780 & F-16791

BK
4067

131660

BK
41196
40

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF AUSTIN §

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS APPLICABLE TO
KENNEYWOOD**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by HIGHWAY 36 VENTURE, LLC (Developer).

WHEREAS, Developer is the owner of the 134 acres of land subdivided into 19 lots known as Kenneywood ("the Property") more particularly described in the plat thereof filed on 3-11-13 and recorded in Plat Cabinet 2 in the Plat Records of Austin County clerk File No 131281.

WHEREAS, Developer desires to impose upon the Property the covenants, conditions and restrictions set forth.

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and the Developer.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Kenneywood Property Owners' Association, its successors and assigns.

Section 2. "Owner" or "Owners" shall mean and refer to the record owner(s) of a fee simple title to any Lot out of the Property.

Section 3. "Property" shall mean and refer to Kenneywood hereinabove described.

Section 4. "Lot" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision plat of the Property.

Section 5. "Developer" shall mean and refer to Highway 36 Venture, LLC. and its successors or assigns.

Section 6. "Main Roads" shall mean Jared Lane as shown on the recorded subdivision map of the Property.

ARTICLE II
USE RESTRICTIONS AND CONSTRUCTION OF IMPROVEMENTS

- Section 1.** **Construction of Improvements.** Each Lot shall be used only for single-family residence purposes and improvements for agricultural or wildlife use. No lot shall be utilized as access to any Property outside of Kenneywood.
- 1.01 **Main Residence.** The main residence shall be a single-family residential dwelling and other structures (including guest houses or servant's quarters). All other structures shall not exceed the main residence in height. The design of garages and guest quarters shall be consistent with the main residence. The front of the main residence shall face Jared Lane.
- 1.02 **Minimum Square Footage.** The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall have a minimum square footage of 1800 square feet.
- 1.03 **Garages.** A residence shall have a minimum of a two car enclosed garage, either attached or detached.
- 1.04 **Construction Timeframe.** Construction of the main residence and required minimum two-car garage must be completed within 18 months of beginning construction. The exterior of the main residence and garage must have a finished appearance within 6 months of beginning construction.
- 1.05 **Roofs.** Roofing materials for all buildings (including garage, guest quarters and all outbuildings) shall be new and designed and manufactured specifically for roofs. Wood or wood shingle roofs and metal roofs not treated to prevent rust are prohibited on all buildings.
- 1.06 **Barns and Outbuildings.** Barns, sheds, storage buildings, swimming pools, and other structures for agricultural, recreational or for any other use are to be constructed at least fifty feet (50') behind the rear wall of the main residence. Construction on all outbuildings defined above must be started after construction of the main residence has begun. All outbuildings shall be sided in materials that are earth tone in color such that they will blend with the natural flora, including such colors as green, dark red, brown or gray. No outbuilding shall be sided in unpainted metal siding or sided in bright colors such as bright red, blue or yellow. Buildings used for accessory or storage purposes shall be limited to not more than forty-five feet (30') in height.
- 1.07 **Living Quarters Within a Barn.** No home site shall have a guest house or guest quarters located within a barn.
- 1.08 **Propane Tanks.** If propane tanks are installed, they must be installed behind the front line of the main residence and shall be obstructed from view from the Main Road and from all other Lots through use of shrubbery or fencing made of

wood or masonry. Underground installation is permissible anywhere on the lot that is not within a required setback.

- 1.09 **Manufactured housing.** Manufactured and/or modular homes and recreational vehicles for use as a primary residence are strictly prohibited. No manufactured housing, including mobile homes, trailers, motor homes, recreational vehicles, or doublewides are permitted on property.
- 1.10 **Houses Moved to Property.** No Houses or barns may be moved to a property to be used as a main residence, guest quarters, barn or other outbuilding.
- 1.11 **Exterior Materials.** The exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry (including brick or rock), stucco, log, hardipland, cedar, or other wood siding.
- 1.12 **Exterior Colors.** The following colors shall be prohibited from use on the exterior: pink, coral, purple, bright blue, bright yellow-green, bright blue-green, bright yellow, bright orange and bright red.
- 1.13 **Utility Lines.** All utility service lines, including but not limited to electric, telephone and TV must be installed underground.

Section 2. **Location of the Improvements on the Lot.** No building or other improvements shall be located on any Lot nearer than: one hundred feet (100') from Jared Lane and fifty (50') to the side of Rear Lot line.

Section 3. **Easements.**

- 3.01 As shown on the recorded plat, easements for installation and maintenance of utilities are reserved (or will be reserved) by Developer, and no structure of any kind shall be erected upon any of said easements.
- 3.02 As shown on the recorded plat, the easements for the main Roads are wider than the actual paved surface of the Main Roads. The main roads shall be constructed according to the plans and specifications approved by Austin County, Texas, for maintenance by Austin County, Texas. However, each Lot Owner shall be solely responsible for the maintenance of any driveways from a Main Road to the Lot from that point where such driveways tie into the Main Road.

Section 4. **Use Restrictions**

- 4.01 **Commercial Activity.** No Retail, industrial, manufacturing, business, multifamily office building, or mixed use commercial activity is permitted on any Lot. Noxious or offensive activities of any sort including loud noises or anything done on any Lot that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted.

- 4.02 **Signs.** Signs on the Property are prohibited, with the following exceptions:

Signs advertising the banks and construction companies involved in the construction of improvements are allowed during the construction phase. Signs advertising a property for sale or lease are also permissible. No sign may exceed six square feet or extend higher than four feet above the ground and no sign shall be illuminated. No more than three signs shall be installed on the property at any single point in time

- 4.03 **Outdoor Lighting.** No unshielded lamp or light of any kind is permitted. A security light, or lights, mounted on a building is permitted so long as it has a shade or shield that prevents the light from shining directly onto the ground within sixty feet (60') of side or rear boundaries.

- 4.04 **Non-Residential Structures.** None of the following structures may be used as a residence, at any time: structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings. Camping and/or use of a travel trailer or motor home on the property as living quarters, even for one day, is strictly prohibited. No storage buildings are to be constructed on the property prior to the start of construction of the main residence.

- 4.06 **Subdivision.** No Lot as platted may be subdivided by the Grantee, their successors or assigns.

Section 5. **Storage of Automobiles, Boats, Trailers and other Vehicles.** No boat trailers, boats, travel trailers, campers, or trailers of any kind shall be stored or parked outside of a building on the property. No inoperable vehicles or vehicles larger than one ton shall be stored outside of a building. Standard automobiles and trucks no larger than one ton that are licensed, registered and operational may be parked in the driveway within fifty feet of the garage. No more than three vehicles may be parked outside of a building on a regular basis. Additional vehicles owned by guests may be parked outside for a maximum of seven consecutive days.

No semi trucks or trailers are allowed to be parked or stored on any Lot or within any Main Road right-of-way, except temporarily as needed to make deliveries to Lot Owners. Deliveries related to home-based businesses requiring semi trucks or trailers are not permitted.

Section 6. **Mineral Operations.** No oil, gas or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted upon or in any Lot. No wells (excluding water wells and septic tanks), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 7. **Agricultural Use.** For purposes hereof, the term "agricultural use" shall be limited as follows:

- 7.01 **Commercial Livestock.** Raising of livestock shall be permitted; however, commercial operations such as breeding animals for sale or feed lot operations are prohibited. Livestock shall be limited to one (1) animal unit per acre. Raising of swine and poultry are strictly prohibited. Any animal with un-weaned offspring shall be deemed and considered to be a single animal unit.
- 7.02 **Non-commercial Livestock and Poultry.** Rabbits, poultry, swine, and other livestock raised for non-commercial purposes, including as 4-H, FFA and vocational agricultural projects and for personal use, shall be allowed only if maintained at least fifty feet (50') behind the back wall of the main residence in a fenced or penned area located no nearer than sixty feet (60') from and Lot line.
- 7.03 **Crops.** Raising of crops is permitted
- 7.04 **Dogs and Cats.** Dogs shall be limited to three dogs per Lot. If two or more Lots are combined for one residence, the total number of dogs allowed shall not exceed the number that would be allowed for all of the combined Lots if sold individually. Dogs shall not be allowed to roam freely and must be leashed or confined within a building or fenced area. Cats shall be limited to one cat per acre

Section 8. **Noxious or Dangerous Activities.** Any activities that may endanger the health or unreasonably disturb the peaceful enjoyment of other Owners of adjoining land are prohibited.

- 8.01 **Firearms.** No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except for the protection of Owners of the Lots and their property or animals from predators or nuisance varmints in a lawful manner
- 8.02 **All Terrain Vehicles.** Dirt bike riding is prohibited. Use of all terrain vehicles (ATVs) is permissible as long as the noise does not disturb the peaceful enjoyment of other Property Owners.

Section 9. **Protection of Creek Drainage.** No obstruction of the creeks on the property shall be permitted. Construction of ponds, driveways, and buildings shall be done in such a manner that water shall not be caused to pool on any other Lot.

Section 10. **Septic Systems and Water Wells.** Prior to occupancy of a home, or any livable building each Lot owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by applicable law, including the laws of the State of Texas and the rules and regulations of Austin County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid

onto streets, ditches or adjoining Lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. Public water will be available at the frontage of each property along the main road. If water wells are drilled, they shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Austin County, Texas.

Section 11.

Mowing. Each Lot Owner is responsible for cutting the grass on his/her Lot a minimum of two times annually during the months of March, April, May, June, July, August, September, and October prior to and following construction of a residence. The Association has the power to create rules and guidelines for cutting grass, including maximum height of grass in order to assist in controlling potential problems with rodents, snakes and other nuisances.

Highway 36 Venture, LLC

By:

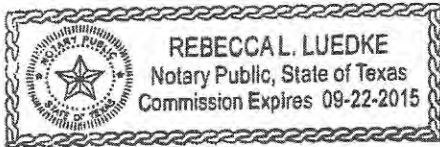
W.T. Byler
W.T. Byler Manager/President

Merlene Byler
Merlene Byler

THE STATE OF TEXAS §
COUNTY OF AUSTIN §

This instrument was acknowledged before me on March 21, 2013 by W.T. Byler, Manager/President of Highway 36 Venture, LLC.

Rebecca Luedke
Notary Public, State of Texas



Lienholder:

By: _____

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____
By _____

FILED
13 MAR 28 PM 2:31
Carrie Gregor
COUNTY CLERK
AUSTIN COUNTY, TEXAS

131660

STATE OF TEXAS COUNTY OF AUSTIN

I certify that this instrument was filed in the State and this document is an original and duly recorded in the PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS



Carrie Gregor
Carrie Gregor County Clerk
Austin County, Texas

131661

BYLAWS

OF

KENNEYWOOD PROPERTY OWNERS' ASSOCIATION

Article 1

Project/Declaration

Section a) **Project:** The Association has been formed in connection with that certain tract of land containing approximately 134 acres in Austin County, Texas, presently consisting of nineteen (19) residential lots (each called a "Lot") in one block commonly known as Kenneywood (the "Project").

Section b) **Declaration:** The Project is subject to and governed by the provisions of the Declaration of Covenants, Conditions and Restrictions for Kenneywood, dated on or about March 21, 2013, filed in the Official Records of Real Property of Austin County, Texas (the "Declaration"). Unless otherwise defined in the Bylaws, any capitalized term will have the meaning described in the Declaration. If any of these Bylaws appear to conflict with the any provision of the Declaration, then the terms of the Declaration shall control. These Bylaws may be amended or replaced from time to time by the Board, as provided herein.

Section c) **Personal Application:** These Bylaws bind following persons (present or future), who are each subject to the terms and conditions hereof: Owners, tenants, employees or other persons that use or occupy any portion of the Project in any manner. The act of using, occupying or acquiring title to any portion of the Project shall constitute such person's full acceptance and ratification of the Bylaws.

Article 2

Members

Section a) **Members:** The members of the association shall be those persons described in the Declaration as "Members" of the Association. A Member is the Owner of a Residential Unit, who is identified as the person who will represent the Residential Unit, as provided in the Declaration. Developer is also a Member of the Association, as provided in the Declaration. Membership in the Association is appurtenant to ownership of a Residential Unit, as provided herein and in the Declaration. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Unit in the Project. Such deed shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

Section b) **First Meeting:** At the first meeting thereof, the Members of the Association shall elect the first Member-elected board of Directors of the Association, in the same manner as an annual meeting of the Members.

Section c) **Annual Meeting:** Unless otherwise determined by the Board of Directors, the annual meeting of the Members shall be held on the third Tuesday in the fourth month after the end of the Association's fiscal year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting

shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as convenient.

Section d) **Special Meeting:** Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by law, may be called by the Chairman of the Board, the Board of Directors, the President, or at least fifty percent (50%) of the Members entitled to vote at the meeting. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the notice of the meeting.

Section e) **Place of the Meeting:** Meetings of the Members may be held at any place, within or without the State of Texas designated in the notice or waiver of notice of the meeting. If no designation is so made, meetings of the Members shall be held at the principal office of the Association.

Section f) **Notice of Meeting:** Written notice stating the place, date, and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be, delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting either personally or by mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting, to each, member of record entitled to vote at such meeting. Such notice shall have been given if hand-delivered or mailed to each Residential Unit.

Section g) **List of Members:** A complete list of the members entitled to vote at each Member's meeting or any adjournment thereof, arranged in alphabetical order, with the address of the Residential Unit owned by each Member shall be prepared by the Secretary and kept on file at the registered office of the Association. Such list shall be subject to inspection by any Member of the Association during usual business hours for a period of at least ten (10) days prior to each meeting and shall be produced and kept open at each meeting and at all times during each meeting. The membership roll maintained by the Secretary of the Association shall be prima facie evidence as to who are the members entitled to vote at any meeting of the Members.

Section h) **Quorum:** Members representing at least fifty percent (50%) Members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Members. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section i) **Adjournments:** If the number of Members necessary to constitute a quorum shall fail to attend any meeting of the Members in person or by proxy, then the Members present at such meeting, representing a majority of the Members, in person or by proxy, then the Members present at such meeting, representing a majority of the Members, in person or by proxy, may adjourn any such meeting from time to time without notice, provided that they shall announce (at such time) the time and place at which the meeting will reconvene. If the adjournment is for more than 60 days, or if after adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum is present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified or called.

Section j) **Proxies:** At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney in fact. To be effective, such proxy must be in writing and must be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after the occurrence of any of the following events: (a) eleven (11) months from the date of the execution of such proxy, unless otherwise provided in the proxy; (b) the death of the person that granted the proxy, or the declaration in a court of competent jurisdiction that the person that granted the proxy is legally incompetent; or (c) the conveyance of the interest in the project held by the person that granted the proxy, so that he/she is no longer a Member. A proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law. Should a proxy designate two (2) or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one (1) be present, then such powers may be exercised by that one (1); or, if any even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the number of Members that is represented by such proxies.

Section k) **Nomination and Election:** Nominations for election to the Board of Directors shall be made by the members from the floor at the annual meeting of members, with respect to each directorship subject to election. Members (or their properly authorized proxies) may cast the number of votes to which they are entitled under the Declaration. The nominee receiving the highest number of votes shall be elected.

Section l) **Voting by Members:** Except as otherwise provided by law or these Bylaws the following shall apply:

i) When a quorum is present at any meeting, the vote of members representing a majority of the members entitled to vote and present at such meeting (in person or represented by proxy) shall decide any matter submitted to such meeting, unless the matter is one upon which by law or the Bylaws the vote of a greater number is required, in which case the vote of such greater number shall govern and control the decision of such matter.

ii) All voting shall be by oral vote, except that upon the determination of the Chairman of the meeting or upon the demand of any qualified voter or his proxy; voting on any question, matter, or business at such meeting shall be by ballot. In the event any business, question, or matter is so voted upon by ballot, then each ballot shall be signed by the Member voting or by his proxy and shall state the number of Members so voted.

Section n) **Order of Business and Rules of Procedure:** The President of the Association, or in the event of his absence, omission, or refusal to so act, a Vice President of the Association, shall call each meeting of the members to order and shall act as Chairman of such meeting. If neither the President nor a Vice President of the Association acts or will act as Chairman of the meeting of the members, then the members may appoint a Chairman who shall act as chairman of the meeting.

The Secretary of the Association, or in the event of his: absence, omission, or refusal to act, an Assistant Secretary, shall act as Secretary of each meeting of the Members. If neither the Secretary nor an Assistant Secretary acts or will act as Secretary of the meeting of the

members, then the Chairman of the meeting or, if he fails to do so, the Members may appoint any person to act as Secretary of the meeting and such person shall act as Secretary of the meeting. The Chairman of any meeting shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him in order. Unless, the Chairman of the meeting shall otherwise determine, the order of business shall be as follows:

- (1) Call to order.
- (2) Election of a Chairman and the appointment of a Secretary, if necessary.
- (3) Presentation of proof of due calling and notice of the meeting.
- (4) Presentation and examination of proxies.
- (5) Ascertainment and announcement of presence of quorum.
- (6) Approval or waiver of approval of prior minutes.
- (7) Report of officers.
- (8) Nomination for Directors.
- (9) Receiving motions and resolutions.
- (10) Discussion of election of Directors, motions, and resolutions.
- (11) Vote on directors, motions, and resolutions.
- (12) Any other unfinished business.
- (13) Any other new business.
- (14) Receipt of report of inspector on results of election and vote on motions and resolutions.
- (15) Adjournment.

Article 3 Kenneywood Property Owners' Association

Section a) **Purpose of the Kenneywood Property Owners' Association hereafter called the "Association"**: The Association is established for the purpose of managing the maintenance and improvement of all common areas owned by the Association, including the detention ponds and the permanent subdivision signs located on either side of Jared Lane at its intersection with S.H. 36. The Association also has recorded easements that enable the Association to oversee the maintenance of the following: (1) the permanent signs at the intersection of Jared Lane and S.H. 36 and (2) the detention ponds as designated on the Final Plat of the subdivision.

Section b) **Responsibilities of the Association:** The Association will be responsible for (1) overseeing maintenance of common areas described in Section a; (2) enforcement of the Declaration of Covenants, Conditions and Restrictions, the "Declaration;" however, all Lot Owners and the Developer also have the right to enforce the Declaration; (3) collection of the Quarterly Maintenance Assessment "Assessment" as described in Article 4.

Article 4

Covenant for Maintenance Assessments

Section a) **Purpose of Assessments:** The Quarterly Maintenance Assessment levied by the Association shall be used exclusively for the purpose described in Article 3, Section a. There shall be a Quarterly Assessment "Assessment," that shall be collected from each Lot Owner to pay for the maintenance expenses.

Section b) **Creation of the Lien and Personal Obligation of Assessments:** Developer, in the case of each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association a maintenance fee as established by the Association.

Section c) **First Assessment Payment:** The Regular Quarterly Assessment will begin one (1) year after the first day of the next quarter following the conveyance of the first Lot to an Owner. The Developer will be responsible for maintenance until the Assessment begins. Lot Owners will begin paying the full Regular Quarterly Assessment on the first day of the quarter following the date the Lot Owner begins construction of their residence. The Association is responsible for maintaining the common areas such that the condition is the same or better than at the time the Assessment begins. The Developer will pay sixty percent (60%) of the Assessment on Lots owned by the Developer after the Assessment begins.

Article 5

General Provisions

Section a) **Enforcement:** All restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration shall run with the land. The Association, any Owner, or the Developer, shall have the right to enforce all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure by the Association, Owners, or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, Owners, or Developer may recover reasonable attorney fees and court costs incurred in the effort to enforce the deed restrictions.

Section b) **Term – Amendment:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 30 years from the date this Declaration is recorded ("Initial Term"). At the end of this initial 30-year term and any successive extensions thereof, these Restrictions will be extended automatically for successive periods of ten (10) years each, unless terminated prior to the end of the term by filing in the Official Records of Real Property of Austin County, Texas an instrument signed by those Owners of at least seventy-five percent (75%) of the Lots. This Declaration may be amended by an instrument signed by those Owners of not less than seventy-five percent (75%) of the Lots.

Section c) **Execution by the Association:** The Association, by joining in the execution hereof agrees to be bound by all the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration this ____ day of 3-12-13, 2013.

DEVELOPER
Highway 36 Venture, LLC

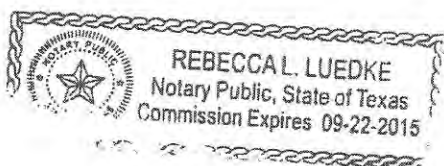
By: W. T. Byler
W. T. Byler, President

By: Merlene Byler
Merlene Byler, Secretary

THE STATE OF TEXAS §
COUNTY OF AUSTIN §

This instrument was acknowledged before me on March 20, 2013 by W. T. Byler, President of Highway 36 Venture, LLC and by Merlene Byler, Secretary of Highway 36 Venture, LLC.

Rebecca Luedke
Notary Public, State of Texas



FILED

13 MAR 28 PM 2: 32

Carrie Gregor
COUNTY CLERK
AUSTIN COUNTY, TEXAS

131661

STATE OF TEXAS

COUNTY OF AUSTIN

I certify that this instrument was filed on this date and time stamped by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.



Carrie Gregor
Carrie Gregor, County Clerk
Austin County, Texas