



## 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.**

CONCERNING THE PROPERTY AT 150 Broken Bow  
La Grange, TX 78945

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? February 1, 2024 (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
Cable TV Wiring			<input checked="" type="checkbox"/>
Carbon Monoxide Det.		<input checked="" type="checkbox"/>	
Ceiling Fans	<input checked="" type="checkbox"/>		
Cooktop		<input checked="" type="checkbox"/>	
Dishwasher	<input checked="" type="checkbox"/>		
Disposal		<input checked="" type="checkbox"/>	
Emergency Escape Ladder(s)		<input checked="" type="checkbox"/>	
Exhaust Fans		<input checked="" type="checkbox"/>	
Fences		<input checked="" type="checkbox"/>	
Fire Detection Equip.	<input checked="" type="checkbox"/>		
French Drain		<input checked="" type="checkbox"/>	
Gas Fixtures	<input checked="" type="checkbox"/>		
Liquid Propane Gas:	<input checked="" type="checkbox"/>		
-LP Community (Captive)		<input checked="" type="checkbox"/>	
-LP on Property		<input checked="" type="checkbox"/>	

Item	Y	N	U
Natural Gas Lines		<input checked="" type="checkbox"/>	
Fuel Gas Piping:		<input checked="" type="checkbox"/>	
-Black Iron Pipe		<input checked="" type="checkbox"/>	
-Copper		<input checked="" type="checkbox"/>	
-Corrugated Stainless Steel Tubing		<input checked="" type="checkbox"/>	
Hot Tub		<input checked="" type="checkbox"/>	
Intercom System		<input checked="" type="checkbox"/>	
Microwave	<input checked="" type="checkbox"/>		
Outdoor Grill		<input checked="" type="checkbox"/>	
Patio/Decking	<input checked="" type="checkbox"/>		
Plumbing System	<input checked="" type="checkbox"/>		
Pool		<input checked="" type="checkbox"/>	
Pool Equipment		<input checked="" type="checkbox"/>	
Pool Maint. Accessories		<input checked="" type="checkbox"/>	
Pool Heater		<input checked="" type="checkbox"/>	

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

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>			electric   gas number of units: <u>  </u>
Evaporative Coolers			<input checked="" type="checkbox"/>	number of units: <u>  </u>
Wall/Window AC Units	<input checked="" type="checkbox"/>			number of units: <u>  </u>
Attic Fan(s)		<input checked="" type="checkbox"/>		if yes, describe: <u>  </u>
Central Heat	<input checked="" type="checkbox"/>			electric   gas number of units: <u>  </u>
Other Heat	<input checked="" type="checkbox"/>			if yes, describe: <u>  </u>
Oven	<input checked="" type="checkbox"/>			number of ovens: <u>  </u> electric   gas   other: <u>  </u>
Fireplace & Chimney	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> wood   gas logs   mock   other: <u>  </u>
Carport	<input checked="" type="checkbox"/>			attached <input checked="" type="checkbox"/> not attached
Garage	<input checked="" type="checkbox"/>			attached <input checked="" type="checkbox"/> not attached
Garage Door Openers		<input checked="" type="checkbox"/>		number of units: <u>  </u> number of remotes: <u>  </u>
Satellite Dish & Controls			<input checked="" type="checkbox"/>	owned   leased from: <u>  </u>
Security System	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> owned   leased from: <u>  </u>

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_ and Seller: MM

**150 Broken Bow  
La Grange, TX 78945**

Concerning the Property at \_\_\_\_\_

Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	owned	leased from: _____
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	electric <input checked="" type="checkbox"/> gas	other: _____ number of units: <u>1</u>
Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	owned	leased from: _____
Other Leased Items(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	if yes, describe: _____	
Underground Lawn Sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> automatic <input type="checkbox"/> manual	areas covered _____
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)	

Water supply provided by:  city  well  MUD  co-op  unknown  other: Lee County Water Supply

Was the Property built before 1978?  yes  no  unknown

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

Roof Type: COMP Age: Unknown (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 type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Item	Y	N
Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Structural Components	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: oak wilt	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Condition	Y	N
Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_ and Seller: JM MM

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Concerning the Property at \_\_\_\_\_

Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<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**

- Present flood insurance coverage.
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event.
- Previous water penetration into a structure on the Property due to a natural flood.
- Located \_\_\_ wholly \_\_\_ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- Located \_\_\_ wholly \_\_\_ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located \_\_\_ wholly \_\_\_ partly in a floodway.
- Located \_\_\_ wholly \_\_\_ partly in a flood pool.
- Located \_\_\_ wholly \_\_\_ partly in a reservoir.

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

**\*If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

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.

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Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: Jm, MM

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Concerning the Property at \_\_\_\_\_

"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: Clearlake Pines Property Owners Association  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ 200 per year and are:  mandatory  voluntary  
Any unpaid fees or assessment for the Property?  yes (\$ \_\_\_\_\_)  no pay @ End of year  
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.

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Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: JM, MM

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Concerning the Property at \_\_\_\_\_

- 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 8 is yes, explain (attach additional sheets if necessary): Fayette County  
Ground Water Conservation district

**Section 9. 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 10. 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 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?**  yes  no

**Section 12. 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 13. 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.*

(TXR-1406) 07-10-23

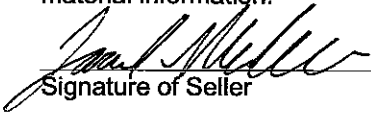
Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: [Signature], [Signature]

DS  
MM

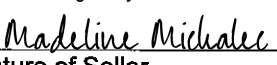
150 Broken Bow  
La Grange, TX 78945

Concerning the Property at \_\_\_\_\_

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

DocuSigned by:  
  
Signature of Seller

10/21/2024  
Date

Printed Name: Jared Michalec

Printed Name: Madeline Michalec

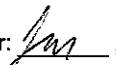
**ADDITIONAL NOTICES TO BUYER:**

- (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>. 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: Fayette electric  
 Sewer: \_\_\_\_\_  
 Water: Lee County Water Supply  
 Cable: \_\_\_\_\_  
 Trash: \_\_\_\_\_  
 Natural Gas: \_\_\_\_\_  
 Phone Company: \_\_\_\_\_  
 Propane: Fayetteville Propane  
 Internet: Colorado Valley

phone #: \_\_\_\_\_  
 phone #: \_\_\_\_\_  
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(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: 

DS  


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**150 Broken Bow  
La Grange, TX 78945**

Concerning the Property at \_\_\_\_\_

(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: _____	

(TXR-1406) 07-10-23

Initialed by: Buyer: \_\_\_\_\_, \_\_\_\_\_ and Seller: *JM*, *MM*

Lindemann Real Estate, P.O. Box 279 La Grange TX 78945  
Katherine Michalke

Phone: 9799685803

Fax: 9799688793

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

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Jared Michalec



### 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.  
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CONCERNING THE PROPERTY AT

150 Broken Bow  
La Grange, TX 78945

#### 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? \_\_\_\_\_
- (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.

(TXR-1407) 1-7-04

Initialed for Identification by Buyer \_\_\_\_\_, \_\_\_\_\_ and Seller 



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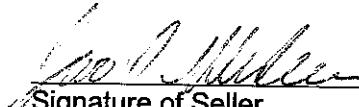
**150 Broken Bow  
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Information about On-Site Sewer Facility concerning \_\_\_\_\_

**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.**

  
 \_\_\_\_\_  
 Signature of Seller  
**Jared Michalec**

10/21/2024  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature of Seller  
**Madeline Michalec**

10/21/2024  
 \_\_\_\_\_  
 Date

Receipt acknowledged by:

\_\_\_\_\_  
 Signature of Buyer  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Buyer  
 \_\_\_\_\_  
 Date



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO Fayette County, TEXAS

CONCERNING THE FOLLOWING PROPERTY 150 Broken Bow, La Grange, TX 78945

As the purchaser of the real property described above, you are obligated to pay assessments to Fayette County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Fayette County Groundwater Conservation District (the "District") created under Local Government Code

Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Fayette County

The exact amount of each annual installment will be approved each year by Fayette County Commissioner's Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Fayette County

or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller: Jared Michalec, Date: 10/21/2024; Signature of Seller: Madeline Michalec, Date: 10/21/2024

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_ Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_

TREC logo and disclaimer text: This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. 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) TREC No. 53-0.



APPROVED BY THE TEXAS REAL ESTATE COMMISSION  
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 150 Broken Bow La Grange  
(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 \_\_\_\_\_

*Jared Michalke* 10/21/2024  
Seller \_\_\_\_\_ Date \_\_\_\_\_  
DocuSigned by:  
Jared Michalke

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

*Madeline Michalke* 10/21/2024  
Seller 08499F31429741F... \_\_\_\_\_ Date \_\_\_\_\_

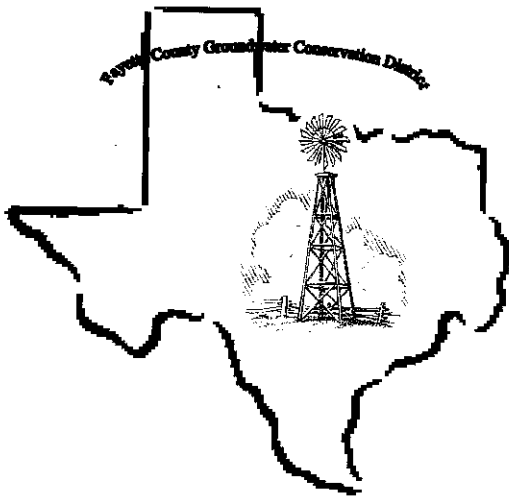
Other Broker \_\_\_\_\_ Date \_\_\_\_\_

*Katy Michalke* 10/21/24  
Listing Broker \_\_\_\_\_ Date \_\_\_\_\_  
Katy Michalke

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>)

(TXR 1906) 10-10-11

TREC No. OP-L



255 Svoboda Lane, Room 115  
La Grange, Texas 78945  
Telephone: (979) 968-3135  
Fax: (979) 968-3194  
[www.fayettecountygroundwater.com](http://www.fayettecountygroundwater.com)  
[info@fayettecountygroundwater.com](mailto:info@fayettecountygroundwater.com)

## NOTICE TO PURCHASER

TO PURCHASER SHOWN BELOW:

The real property described below, which you are about to purchase, is located in the **FAYETTE COUNTY GROUNDWATER CONSERVATION DISTRICT**, Fayette County, Texas. The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds. The adopted tax rate for Year 2023-2024 is \$0.0082 on each \$100.00 dollars assessed valuation.

The physical address and legal description of the property which you are acquiring is as follows (or alternatively, the latitude and longitude of the well location):

**Physical address of property or latitude and longitude:**

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The purpose of the FCGCD is to provide for conserving, preserving, protecting, and recharging the underground water and prevention of waste of the groundwater resources, over which it has jurisdictional authority, for the benefit of the District constituents. If an active or abandoned water well of any type is located on your property, **you are required by FCGCD to register the well**. There is no need to register a well that has been permanently plugged. District staff will inform you at the time of registration as to whether the well will require a permit. Forms and further information regarding this process can be found on the District website at [www.fayettecountygroundwater.com](http://www.fayettecountygroundwater.com)

The undersigned purchaser hereby acknowledges receipt of the foregoing notice prior to closing of the purchase of the real property described in such notice **and agrees to file a copy with the FCGCD.**

### ACKNOWLEDGMENT

\_\_\_\_\_  
Purchaser -Printed Name

Jared Michelec

Seller-Printed Name

\_\_\_\_\_  
Purchaser -- Signature

Jared Michelec

Seller- Signature

Date of Purchase: \_\_\_\_\_

**\*please mail/email a signed copy to Fayette County GCD**  
**\* does not need to be notarized**

Revised 9/19/2003

STATE OF TEXAS

COUNTY OF FAYETTE

DEED RESTRICTIONS  
OF  
CLEAR LAKE PINES SUBDIVISION  
SECTIONS 1, 2, 3 & 4

WHEREAS, Clear Lake Pines Maintenance Corporation is successor in interest to Clear Lake Pines, Inc. see untitled documents dated May 21, 1975, and recorded at Vol 481, Pages 204-206 and pages 207-209 and filed at the Fayette County Clerks dated May 23, 1975, and:

WHEREAS, on April 26, 2003, the Clear Lake Pines Maintenance Corporation Board of Directors, reviewed the amendments to the reservations/restrictions for Clear Lake Pines, Inc., as passed by 2/3 majority of the property owners at the duly conducted annual meeting in 2003. Motion was made and passed unanimously to amend the reservations, restrictions, and covenants recorded in the deed records of Fayette County, Texas at:

Section One in Volume 425 Pages 217-220  
Section Two in Volume 427 Pages 441-444  
Section Three in Volume 440 Pages 288-289  
Section Four in Volume 462 Pages 937-940.

THEREFORE, LET IT BE KNOWN, that such restriction are hereby amended and incorporated and made a part of the restrictions as recorded in Exhibit "A" of above listed Clear Lake Pines, Inc., Reservations, Restrictions and Covenants, as follows:

1- The premises are conveyed and shall be used exclusively for residential purposes, except those lots designated as business or commercial areas on the recorded maps of Clear Lake Pines, and no more than one single-family dwelling house may be erected on each residential lot and shall not exceed two (2) stories in height. No building may be moved into Clear Lake Pines.

2- Plans for new construction of any kind must be submitted to the Clear Lake Pines Maintenance Corporation Board, hereafter referred to as "Board", for approval thirty (30) days prior to contractual obligation. In addition, a permit must be obtained for septic from the Fayette County Health Department.

3-Exterior of all building must be kept neat in appearance. All new construction must be completed in one hundred twenty (120) days from date construction begins. All building must be constructed entirely at the building site and shall be of materials that shall conform to the general appearance that prevails in the subdivision. No used materials may be used in any construction without written consent of the Board. No building or structure is permitted if the Board considers it to be detrimental to the development.

4- No exceptions to these covenants shall be permissible except as may be approved by the Board and then only on a case-by-case basis.

5- New dwellings must contain a minimum of 1200 square feet of living space, which includes all enclosed areas and screened porches. It does not include attached or unattached garages, carports, storage units or unattached additional living space.

6- No structure shall be constructed closer than twenty (20) feet from front property line of each lot. No structure will be permitted closer than five (5) feet from any property line side or rear.

7- No lot shall be re-subdivided.

8- Both prior to, and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for parking and no vehicle shall be parked on the street for more than a twenty four (24) hour period.

9- Easements are subject to the right to install and service electric lines, telephone lines, gas lines, water mains, sewer lines and drains along ten (10) feet of the front and five (5) feet of the back lines and sides of each lot; however, where an owner or two or more adjoining lots constructs a building which will cross over or through a said common lot line shall not be subject to the aforesaid side line easement. The right to construct said facilities shall also be retained on all street, rights of way, beaches or recreation areas.

10- No permanent outside toilets shall be allowed.

11- No waste shall be permitted to enter the lakes, and sanitary arrangements must comply with the Fayette County health laws and regulations.

12- No motors more than five (5) horsepower may be permitted on the lakes.

13- No skiing will be permitted on the lakes.

14- No trot lines or jug lines will be permitted on the lakes.

15- No animals except household pets shall be kept or maintained on said premises. No lot shall be used for the purpose of breeding any animals of any character. All animals susceptible to rabies must be vaccinated annually in accordance with state law. All animals must be maintained in such a way as to not infringe on the rights of other residents such as damaging or despoiling property, excessive barking, menacing or attacking persons.

16- Signs may be permitted for the sole purpose of directional, safety and for the sale of residential property. Any other signs must have approval by the Board and will be used on a temporary basis only.

17- The owner of each lot shall keep same clean and free of man made debris. Each lot must be maintained in a sanitary and healthful manner. Upon failure to do this the Board shall have the lot cleaned to meet the conditions stated in these restrictions. Costs shall be payable by the owner within thirty (30) days to Clear Lake Pines Maintenance Corporation.

18- No lot shall be used as a dumping ground for garbage or other refuse and all storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be on public display except on pick-up days.

19- All unsightly vehicles, storage, accessories, parts or objects must be facilitated and protected from the view of the other residents of the subdivision and shall not be visible from the street.

20- No fireworks of any kind are allowed in Clear Lake Pines at any time.

21- No burning of any kind of material is allowed in Clear Lake Pines.

22- No noxious or offensive trade may be carried on upon any lot nor shall anything be done thereon which may be, or become, an annoyance to the neighbourhood .

23- Not structure of a temporary character, mobile home, travel trailer, bus, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence.

24- Any and all types of fencing, boat decks, floats, or other structural improvements must be approved by the Board before erection of same can be commenced.

25- All recreational facilities at Clear Lake Pines are for the use of the property owners and their guests, when accompanied by property owner and are to be used at their own risk.



26- Any vehicle powered by an internal combustion engine using the roads of Clear Lake Pines must belicensed for use of roads.

27- Only licensed drivers are allowed to motorized vehicles on the roads of Clear Lake Pines.

28- The speed limit for all vehicles is 15 miles per hour on the roads of Clear Lake Pines.

29- No hunting or discharge of firearms are allowed within the boundaries of Clear Lake Pines.

30- These restrictions and covenants shall run with the land and may be changed or revoked by a majority vote of the members in Clear Lake Pines Maintenance Corporation with each member having one vote. Such restrictions and covenants shall apply to Section 1, 2, 3 & 4 of Clear Lake Pines and shall be binding on all owners, their heirs, assigns and successors.

31- The Corporation shall assess a maintenance fee per month against each property owner in the development. These fees are to be used to maintain the roads, lakes and community areas, and to pay other expenses including the cost of enforcing these restrictions by any proceedings at law or in equity. To secure payment of said maintenance fee Clear Lake Pines Maintenance Corporation is hereby granted a lien upon each lot to secure payment thereof.

32- The Board of Directors of Clear Lake Pines Maintenance Corporation shall from time to time review the needs of the property and subdivision to determine if the amount of maintenance fee is adequate to meet such needs. If it is determined that the maintenance fee is more or less than adequate, the Board may adjust the charge to meet such needs. The Board can never set such fee to increase more than 10% (ten) of the current maintenance fee and cannot increase more than one time within in a 12 twelve month period.

33- If any person shall violate or attempt to violate any of the restrictions or covenants herein, it shall be lawful for the Clear Lake Pines Maintenance Corporation or any other person(s) owning real property situated in the subdivision to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants and either to prevent them from so doing or to recover damages or other dues from such violation.

Upon approval these restrictions will be recorded at the Fayette County Courthouse and will be enforced and become effective immediately. Any complaint from property owners in regard to violation of these restrictions must be submitted to the board in writing.

Election results, ballots and minutes pertaining to these restrictions are kept on file at the Clear Lake Pines Maintenance Board Office.

STATE OF TEXAS COUNTY OF FAYETTE  
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Volume and Page of the Home RECORDS of Fayette County, Texas as stamped herein by me, on

CLEAR LAKE PINES, INC.

SEP 23 2003

*Don Atkins*

DON ATKINS  
President

STATE OF TEXAS  
COUNTY OF FAYETTE



*Carolyn Kubos Roberts*  
CAROLYN KUBOS ROBERTS  
COUNTY CLERK, FAYETTE COUNTY, TEXAS

This instrument was acknowledged before me on this the 19<sup>th</sup> day of September, 2003, by Don Atkins, President for the Clear Lake Pines Inc., a Texas corporation on behalf of said corporation.

NOTARY PUBLIC  
LYNN K. WOSTAREK  
Notary Public, State of Texas  
My Commission Expires  
SEPT. 12, 2004

*Lynn K. Wostarek*  
Notary Public State of Texas

\$17.00 Pd.  
Filed by & Hand to:  
Richard W. Schultze, Atty.

FILED  
2:15 P.M.  
SEP 23 2003

*Carolyn Kubos Roberts*  
CAROLYN KUBOS ROBERTS  
CO. CLERK, FAYETTE CO., TEXAS