

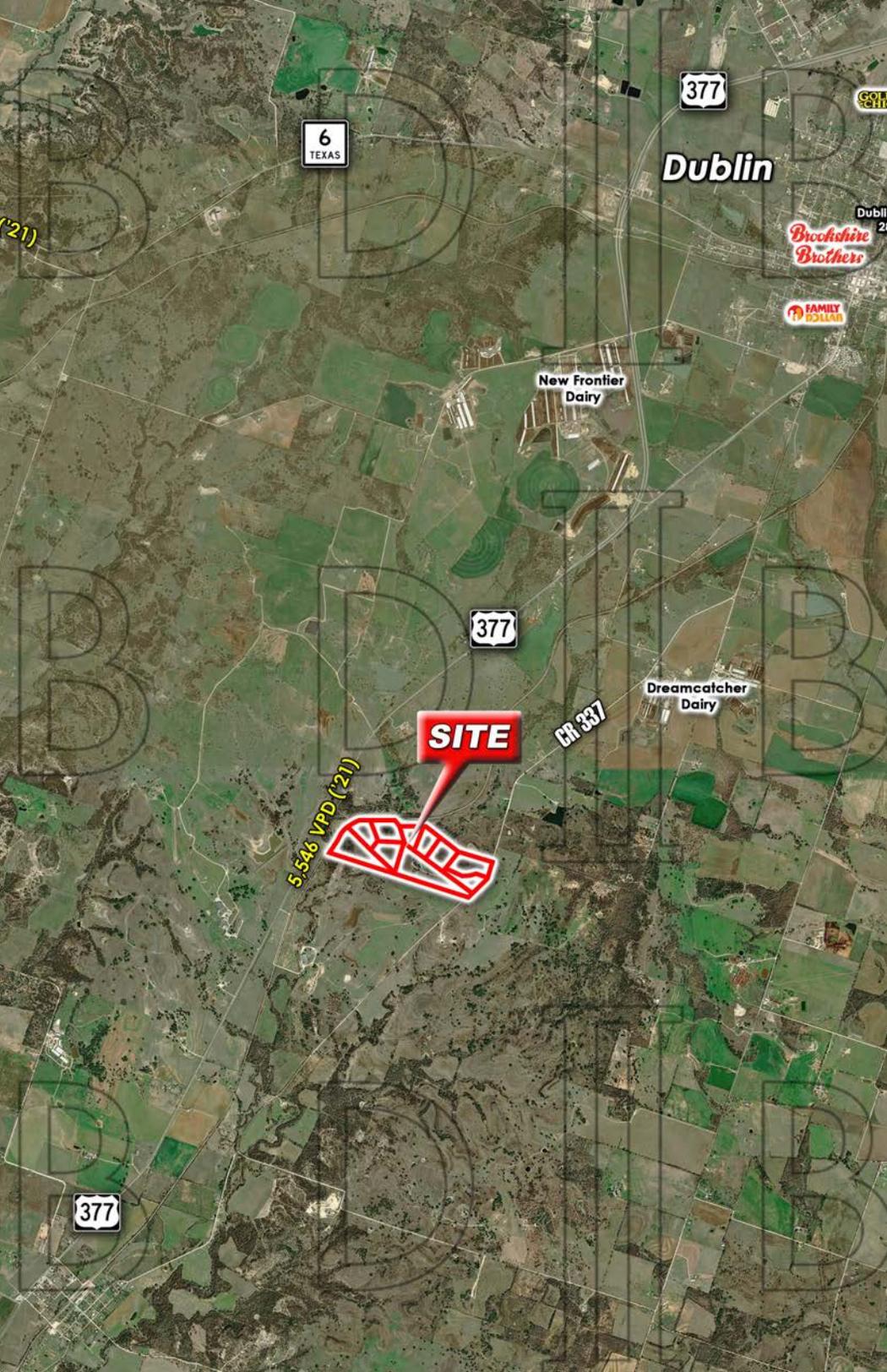
STAGE DEPOT ESTATES | 12-19 ACRE LOTS

DUBLIN, TX | ERATH & COMANCHE COUNTY | DUBLIN & COMANCHE I.S.D | LOTS FOR SALE

BEN SHERMAN

BSherman@db2re.com

214.526.3626 x 128



LOT BREAKDOWN

#	Size (ACRE)	Pricing
Lot 1	19.13	\$136,714
Lot 2	SOLD	-
Lot 3	SOLD	-
Lot 4	12.33	\$91,357
Lot 5	SOLD	-
Lot 6	SOLD	-
Lot 7	SOLD	-
Lot 8	SOLD	-
Lot 9	SOLD	-

PROPERTY INFORMATION



SIZE:
± 12.33-19.13 AC



TRAFFIC COUNTS:
U.S. 377: 5,546 VPD



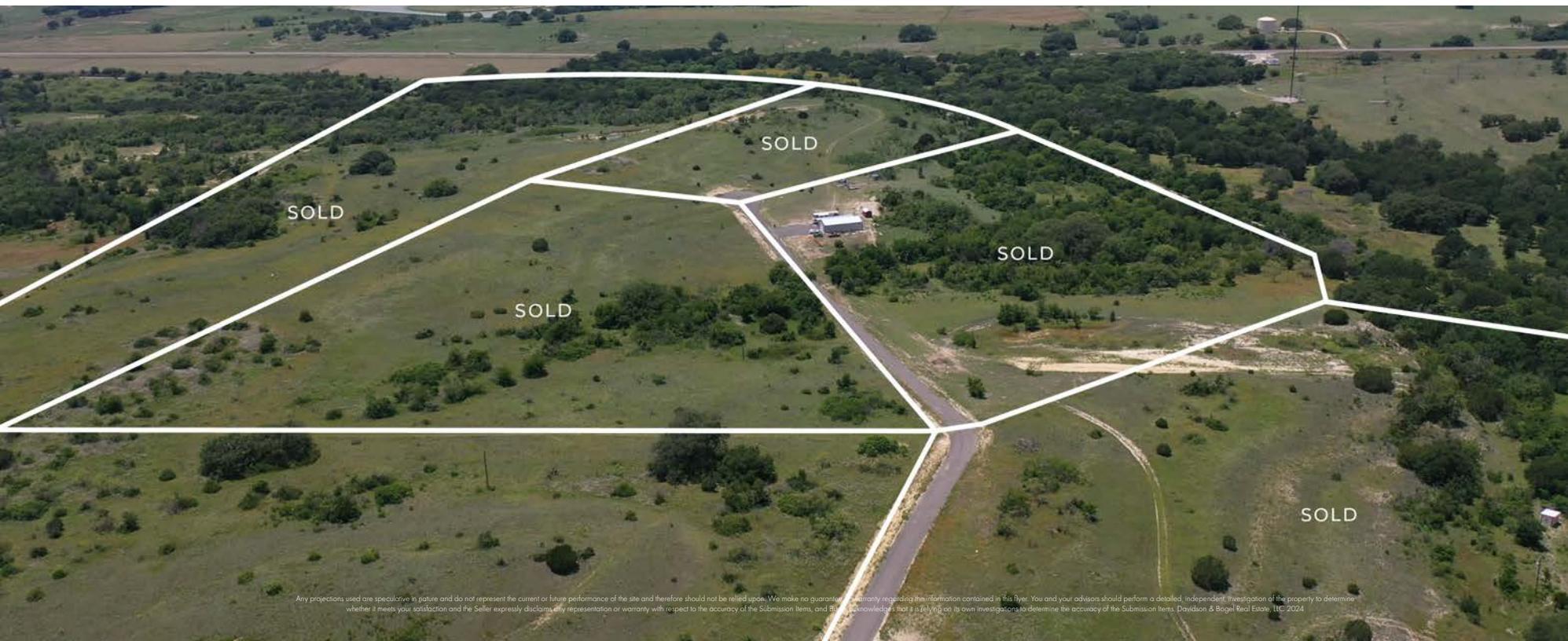
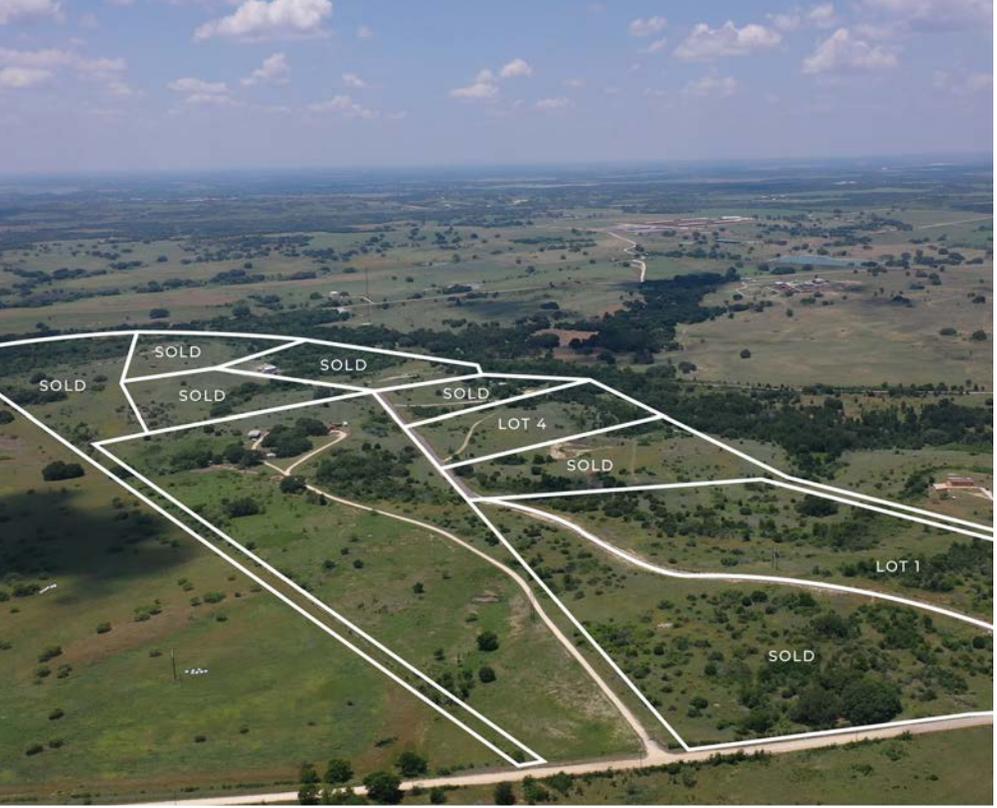
MINERAL RIGHTS:
Mineral Rights Interest Will Convey at Closing



UTILITIES:
Lot 1: Water Well Included, Septic to be Installed by Buyer, Electric Nearby
Lot 4: Water and Septic to be Installed by Buyer, Electric Available

Any projections used are speculative in nature and do not represent the current or future performance of the site and therefore should not be relied upon. We make no guarantee or warranty regarding the information contained in this flyer. You and your advisors should perform a detailed, independent, investigation of the property to determine whether it meets your satisfaction and the Seller expressly disclaims any representation or warranty with respect to the accuracy of the Submission Items, and Buyer acknowledges that it is relying on its own investigations to determine the accuracy of the Submission Items. Davidson & Bogel Real Estate, LLC. 2024

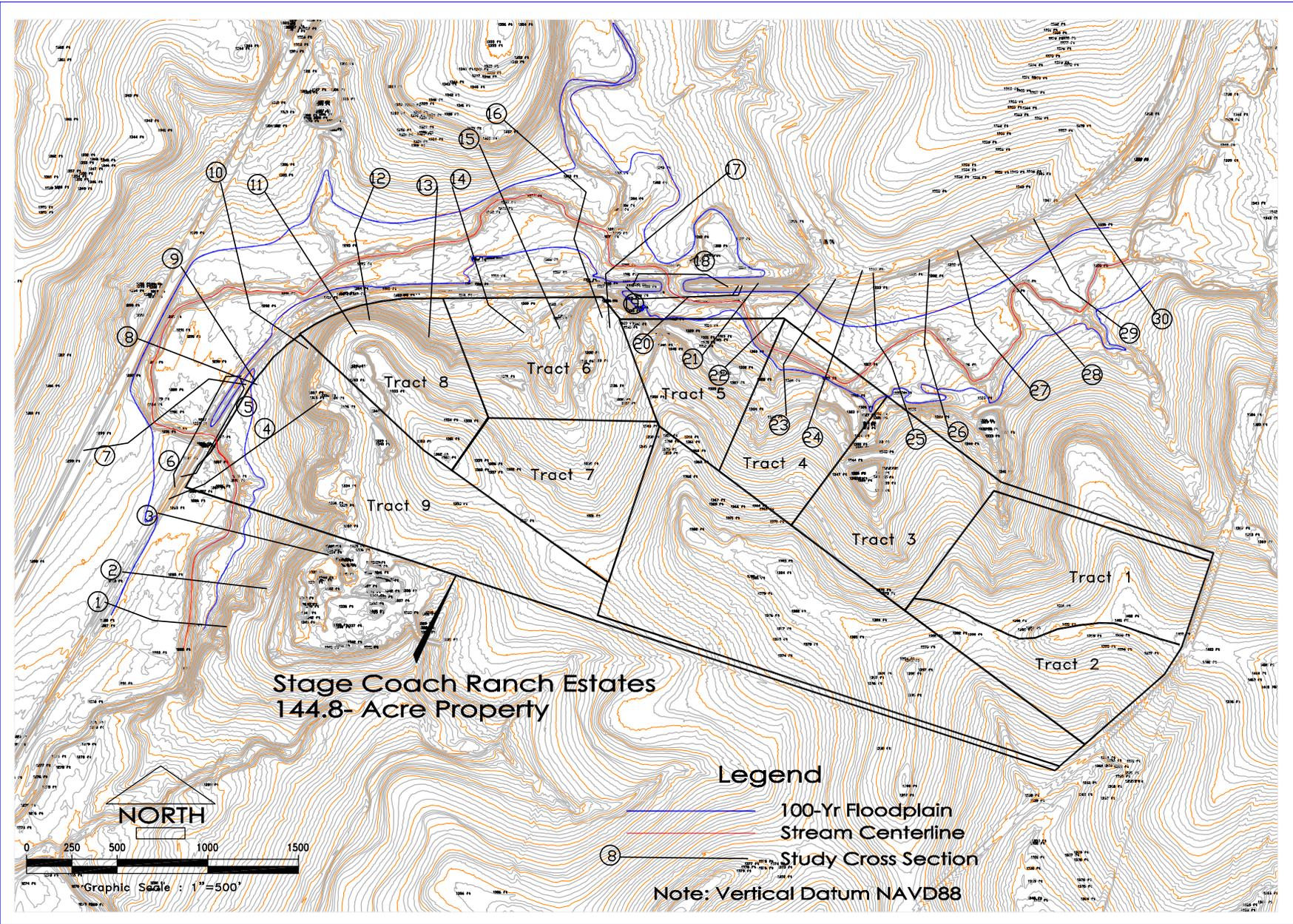




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BOYD HYDROLOGY, PLLC
 WATER RESOURCE ENGINEERING
 601 OAK STREET, P.O. BOX 117
 PALO PINTO, TEXAS 76484
 214 679-4642 940 659-2929 FAX
 Firm Reg. # 12332

Exhibit 3A - Floodplain Work Map
 Scale 1" = 500'
 Stage Coach Ranch Estates
 Floodplain Study for Walnut Creek
 Erath and Comanche County, Texas
 Job # BH448

CONTRACT NO.
 SHEET NO.
 1 OF 1

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AFTER RECORDING, PLEASE RETURN TO:

Ranch Lifestyles Development, LLC
13101 Preston Road, Suite 110-543
Dallas, Texas, 75240

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STAGECOACH DEPOT ESTATES

STATE OF TEXAS §
COUNTIES OF COMANCHE AND ERATH §

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Stagecoach Depot Estates ("Declaration") is made effective as of its date of filing.

The following recitals are true and correct and made a part of this Declaration:

A. Ranch Lifestyles Development, LLC ("Declarant"), a Texas limited liability company, is the owner of the real property ("Property") referred to hereunder as Stagecoach Depot Estates and described in Exhibit "A" attached and made a part hereof for all purposes.

B. To comply with the requirements of Comanche County, Texas, and preserve the value of the Property, Declarant is creating a homeowners' association to which will be delegated and assigned the powers of administering and enforcing the provisions of this Declaration.

NOW, THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants and Restrictions") hereafter set forth.

**ARTICLE I
DEFINITIONS**

The following words and phrases in this Declaration shall have the following meanings:

(a) "Articles of Incorporation" means the articles of incorporation of the Association as amended from time to time.

(b) "Association" means Stagecoach Depot Homeowners' Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Driveway and Entrance Area following the expiration of the Declarant Control Period and, following the expiration of the Declarant Control Period, of enforcing the Covenants and Restrictions.

(c) "Board" means the Board of Directors of the Association.

(d) The common private driveway ("Driveway") located on the Property is designated and devoted to the common use and enjoyment of the Owners, is located as set out on the Plat and is described on Exhibit "B" attached and made a part hereof for all purposes. The Driveway includes that certain common private entrance area ("Entrance Area") to the Property adjoining County Road 337 (Erath County, Texas) and County Road 335 (Comanche County, Texas), including any entrance gate providing access to Tracts 1 – 8, inclusive, and any flagpole, landscaping, signage, lighting, emergency facilities, United States Mail boxes and other improvements constructed by Declarant. The Entrance Area consists of 3,974 square feet (0.09 acres), more or less and is depicted and described on Exhibit "C" attached and made a part hereof for all purposes. The Owners of Tracts 1 – 8, inclusive, shall each have a non-exclusive easement to use and enjoy the Driveway, including the Entrance Area. The Owner of Tract 9 may use and enjoy the Entrance Area only for access to the Tract 9 Owner's mailbox and any emergency facilities located thereon and as needed to access the utility easements created by this Declaration and the Plat.

(e) "Declarant" means Ranch Lifestyles Development, LLC, a Texas limited liability company, which shall maintain the Driveway, including the Entrance Area, during the Declarant Control Period and, during such Declarant Control Period, have the right to enforce the Covenants and Restrictions.

(f) "Declarant Control Period" means the period of time extending from the effective date of this Declaration until Declarant sells and conveys all Tracts owned by Declarant to third-party Owners (the "Control Transfer Date").

(g) "Tract" shall mean each of the nine separate lots or tracts created by the plat recorded December 13, 2021 as Instrument No. 3449 in Cabinet B, Page 82, Plat Records of Comanche County, Texas (the "Plat"). The Driveway, including the Entrance Area, is located on certain of the Tracts owned in fee by the respective Owners of such Tracts but is subject to the Covenants and Restrictions of this Declaration.

(h) "Member" shall mean each Owner as provided in Article III hereof.

(i) "Owner" shall mean every person or entity who is a record owner of the fee interest in any Tract. The foregoing does not include persons or entities that hold an interest merely as security for the performance of an obligation.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

The real property that shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is described on Exhibit "A" and by the Plat.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1. **Membership.** Every Owner of a Tract shall automatically be a member of the Association (“*Member*”). Membership shall be mandatory, appurtenant to and may not be separated from the fee ownership of any Tract subject to this Declaration.

3.2. **Voting Rights.** Members of the Association shall be entitled to one (1) vote for each Tract in which they hold the interest required for membership (unless the Association is entitled to vote their Tracts as set out below). When more than one person holds such interest or interests in a Tract, all such persons shall be Members, and the single vote for such Tract shall be exercised as they, among themselves, determine, but only one vote may be cast with respect to each Tract. If the same Owner owns more than one Tract, such Owner shall be entitled to one (1) vote for each Tract owned by such Owner.

3.3. **Quorum, Notice and Voting Requirements.**

(a) Subject to the provisions of Section 3.3(c), any action taken at a meeting of the Members shall require the assent of the majority of all Members voting in person or by proxy at a meeting duly called, written notice of which shall be given to all Members no less than **10 days** nor more than **50 days** in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows. The presence at an initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Members, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the “*Bylaws*” (herein so-called) that may be hereafter adopted by no less than a two-thirds majority of all Members, or this Declaration. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirement herein set forth, and the required quorum at such second meeting shall be three (3) Members; provided, however, that no such second meeting shall be held more than **60 days** following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing approving of the action to be taken shall be signed by no fewer than six (6) Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with the Articles of Incorporation and any applicable Bylaws, as the same maybe amended from time to time.

**ARTICLE IV
PROPERTY RIGHTS IN THE DRIVEWAY AND ENTRANCE AREA**

4.1. **Easements.** Subject to the provisions of Section 4.3 hereof, every Member, every tenant of every Member, and each individual who resides with either of them, respectively, on Tracts 1 – 8, inclusive, shall have a non-exclusive right and easement to use and enjoy the Driveway, including

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the Entrance Area, and such easement shall be appurtenant to and run with the land; provided, however, that such easement shall not give any such person the right to make alterations, additions, or improvements to the Driveway, including the Entrance Area.

4.2. **Extent of Members’ Easements.** The rights and easements of enjoyment created hereby are subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation, and maintenance of the Driveway (including the Entrance Area);

(b) The right of the Association to enter into and execute contracts with third parties for the purpose of providing maintenance for the Driveway (including the Entrance Area) or providing materials or services consistent with the purposes of the Association;

(c) The right of the Association, subject to approval by written consent by no fewer than five (5) Members representing Tracts 1 – 8 to dedicate or transfer all or any part of the Driveway (including the Entrance Area) to any public agency, authority, or utility company for such purposes and upon such conditions as maybe agreed to by such Members; and

(d) The right of the Association, at any time, to make such reasonable amendments to the Plat, as the Association deems advisable, in its sole discretion.

4.3. **Government and Utility Provider Easements.**

(a) The Texas counties of Erath and Comanche are hereby granted an easement on and to the Driveway (including the Entrance Area) and on and to the separate private drive for Tract 9 for the purpose of providing emergency medical, police and fire services, code inspection and enforcement. This easement further permits governmental authorities to remove any vehicle or obstacle in the Driveway or Tract 9 private drive that impairs emergency access. Nothing in this easement grant shall obligate either county or any of its instrumentalities to construct, inspect or maintain the Driveway (including the Entrance Area) or the Tract 9 private drive.

(b) All applicable utility providers, including telecommunication companies, are hereby granted an easement on and to the Driveway (including the Entrance Area) and to the portions of the Property located within **20 feet** of the Driveway (including the Entrance Area) for the purpose of providing utilities to each Tract.

(b) The Owner of Tract 9 is hereby granted an easement to install, use, maintain and enjoy electrical, telecommunication, internet and cable television lines within **15 feet** of either side of the boundary line between Tract 7 and Tract 8. The Owners of Tract 7 and Tract 8 shall also be permitted to connect to any such lines at their own cost, risk and expense as each may agree with the utility provider(s).

**ARTICLE V
COVENANTS AND ASSESSMENTS**

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5.1. Creation of Lien and Obligation to Pay Assessments.

(a) Each Owner, whether or not such fact is expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (i) annual maintenance assessments or charges as specified in Section 5.4 hereof, such assessments to be fixed and collected from time to time as herein provided; (ii) special assessments for capital improvements and other purposes as specified in Section 5.5 hereof, such assessments to be fixed and collected from time to time as hereafter provided; and (iii) individual special assessments levied against one or more Owners to reimburse the Association for extra costs of maintenance and repairs caused by the willful or negligent acts or omissions of such Owner(s), their tenants (if applicable), and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear, all of the foregoing assessments to be fixed, established, and collected from time to time as hereafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.1 (individually an “Assessment” and together the “Assessments” when referring to more than one), together with interest thereon, attorneys’ fees, court costs, and other costs of collection thereof, as herein provided, shall be a charge on the land and a continuing lien upon each Tract against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys’ fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Tract at the time the Assessment is due.

(b) No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Driveway (including the Entrance Area) or abandonment of such Owner’s Tract. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees that become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

(c) The initial annual maintenance Assessment shall be \$500.00 per annum for Tracts 1 – 8 and \$250.00 per annum for Tract 9, payable in full to the Association on January 1 of each calendar year.

5.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of (i) promoting the comfort, health, safety and welfare of the Members and/or the residents of the Tracts; (ii) improving, repairing and maintaining the Driveway (including the Entrance Area) for benefit of Tracts 1 – 8; (iii) enhancing the quality of life and value of the Tracts; (iv) paying the cost of labor, equipment and materials required for the foregoing; (v) carrying out the powers and duties of the Board as set forth in this Declaration and any Bylaws adopted by the Association; and (vi) carrying out the purposes of the Association as stated in the Articles of Incorporation.

5.3. Improvement and Maintenance of the Common Properties. The Association shall have the responsibility and duty for the payment of any insurance for the Driveway (including the Entrance Area) and the cost of repairs, replacements, and additions thereto, and for paying the cost of labor,

equipment (including the expense of leasing any equipment) and materials required for maintaining the Driveway (including the Entrance Area).

5.4. Annual Maintenance Assessments.

(a) The Board shall determine the amount of the annual maintenance Assessments for each year, which may include a reserve fund of up to 10 percent of each Assessment, for maintenance and repairs to the Driveway (including the Entrance Area) as determined by the Board. However, any increase in the amount of the annual maintenance Assessments in excess of 10 percent of the preceding year’s annual maintenance Assessments must be approved by the Members in accordance with Section 3.3 above.

(b) The Board may provide that annual maintenance Assessments shall be payable semi-annually or annually on a calendar year basis. No later than 30 days prior to the beginning of each calendar year, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming year; (ii) determine the amount of the annual maintenance Assessments to be paid by each Member and (iii) establish the payment date(s) for same. Written notice of the annual maintenance Assessments and payment dates shall be sent to every Member. Each Member shall thereafter pay to the Association his annual maintenance Assessment in such other manner as determined by the Board.

(c) All amounts collected as reserves shall be deposited in a separate bank account held in trust for the purposes for which they were collected and shall not be commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance Assessments.

(d) The Board may levy special individual Assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Driveway (including the Entrance Area) and utilities caused by the willful or negligent acts of such Owner(s) beyond ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to any failure to comply with the terms and provisions of this Declaration or Bylaws adopted by the Association. Any special individual Assessment so levied shall be paid by the Owner(s) directly to the Association and shall belong to and remain with the Association.

5.5. Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments. Both annual maintenance Assessments and special capital Assessments (except special individual Assessments) shall be fixed at a uniform rate for each Tract (but only 50 percent of such rate for Tract 9) and be payable as set forth herein.

5.6. Date of Commencement of Assessments; Due Dates; No Offsets. Annual maintenance Assessments shall commence on the earlier of the date the Owner purchases his Tract (with the Owner’s Assessment to be prorated for any partial year pertaining to the year of purchase) or the 1st day of January and, except as hereafter provided, shall be payable semi-annually or annually, in advance, on the first day of each payment period thereafter, as the Board shall direct. The due date or dates, if to be paid in installments, of any special capital Assessment or special individual Assessment under Section 5.4 hereof shall be fixed by the Board. Upon written request by any

Member and approval by the Board in its sole discretion, special capital Assessments or special individual Assessments may be paid in installments rather than in a lump sum. Assessments shall be payable in the amount specified by the Board, and no offsets against such amount shall be permitted for any reason.

5.7. Duties of the Board with Respect to Assessments.

- (a) The Board shall fix the amount of the annual maintenance Assessments for Tracts for each Assessment period at least **30 days** in advance of each calendar year.
- (b) Written notice of all Assessments shall be delivered by e-mail, personal delivery, or United States mail to every Owner. Such notice shall be sent to each Owner at the last address provided by each Owner, in writing, to the Association or to the last email address provided by each Owner. Such notice shall be effective whether or not actually received by an Owner.
- (c) The omission of the Board to fix the Assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or release any Owner from the obligation to pay any Assessment or installment thereof for that or any subsequent year, but the Assessment and payment due date(s) fixed for the preceding year shall remain in effect until a new Assessment and due date(s) are fixed.
- (d) The Board shall, promptly following demand, furnish to any Owner a letter, certified and signed by an officer or agent of the Association, setting forth whether the Owner is current in paying his Assessments. Such letter shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.8. Non-payment of Assessment.

- (a) Delinquency. Any Assessment or installment thereof not paid in full when due shall be delinquent as of the next day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any unpaid Assessment or part thereof is not paid within **10 days** after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) twelve percent (12%) per annum or (ii) the maximum lawful rate. After **45 days** of nonpayment of any Assessment, the Association shall have the right to assess a \$150.00 penalty to the delinquent amount. Each subsequent year of non-payment shall incur an additional penalty of double the previous year's penalty. Given that the initial commencement date of assessments is January 1, the Association may assess a penalty beginning on the February 15 next following.
- (b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest hereon as provided in Section 5.8(a) above and the cost of collection thereto, including reasonable attorneys' fees, automatically become a continuing lien and charge on the Tract of the non-paying Owner. The lien shall be superior to all other liens and charges against the Tract, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust note upon such Tract. Any subsequent sale or assignment of the Tract shall not relieve the

Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power in its sole discretion to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. The personal obligation of the Owner incurred at the time of such Assessment to pay the Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing; however, liens for unpaid Assessments shall not be affected by any sale or assignment of a Tract and shall continue in full force and effect. During ongoing litigation, all assessments, fines, fees, and interest shall continue to accrue and become due, pending the judgment of the court. No Owner may exempt himself from liability for Assessments or waive or otherwise escape liability for Assessments by non-use of the Driveway (including the Entrance Area) or abandonment of such Owner's Tract. To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract covered by such lien, and a description of the Tract covered by such lien. Such notice may be executed by any Board member or officer of the Association and shall be recorded in the Office of the County Clerk of Erath County, Texas and/or Comanche County, Texas, as may apply.

- (c) Remedies. The lien securing payment of Assessments shall automatically attach to the Tract belonging to such non-paying Owner with the priority set forth in this Section 5.8. After recording notice of the lien, the Association may institute an action at law against the Owner(s) personally obligated to pay the Assessment(s) and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Association. If an action is instituted against the Owner(s) personally obligated to pay the Assessment, there shall be added to the amount of any such Assessment: (i) the interest provided in this Section; (ii) the costs of preparing and filing the complaint; (iii) the reasonable attorneys' fees incurred in connection with such action; and (iv) any other costs of collection; and if a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and reasonable attorneys' fees fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Tract, hereby expressly grants the lien rights described herein and vests in the Association or its agents and trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner in default in payment of any Assessment in accordance with this Declaration and any Bylaws. The Association is expressly granted the right to foreclose its lien rights pursuant to the provisions of Rules 735 and 736 of the Texas Rules of Civil Procedure and of Chapter 209 of the Texas Property Code as any of the statutes cited in this paragraph may be amended.

- (d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than **45 days** after the delinquency date of such Assessment.

5.9. Subordination of the lien to Mortgagees. The lien securing payment of Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust hereafter recorded against any Tract; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale, whether public or private, of such properly pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Tract from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

5.10. Estoppel Respecting Assessments. The Board shall, promptly following request, furnish to any Owner liable for an Assessment a writing certified and signed by a Board member or officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

ARTICLE VI GENERAL POWERS AND DUTIES OF THE BOARD

6.1. Powers and Duties. The affairs of the Association shall be conducted by its Board. Prior to the incorporation of the Association, the Association shall select and appoint the Board, each of whom must be a Member. After the effective date of the Association's incorporation, the Board shall be selected in accordance with the Articles of Incorporation and any Bylaws adopted by the Board. The Board shall provide and pay for, out of the Assessments collected by the Association, and be empowered to do, in addition to powers granted in the Articles of Incorporation, all the following:

(a) Maintain bank accounts, purchase insurance, file the annual tax return of the Association, and care, preserve, repair and replace the Driveway (including the Entrance Area) as deemed necessary or desirable by the Board, including any gate, landscaping, lighting, signage, mailboxes, emergency facilities and flagpole located in the Entrance Area. Expenditures for the repair or installation of capital improvements not included in the annual maintenance budget may be paid from the reserve fund described in Section 6.3 herein.

(b) Make reasonable rules and regulations for the use of the Driveway (including the Entrance Area and facilities therein), provided that any rule or regulation may be amended or repealed in writing signed by a majority of the Members or, with respect to a rule applicable to less than all Tracts, by a majority of the Members in the Tracts affected.

(c) Make available to each Owner upon request, within 120 days after the end of each calendar year, an unaudited annual report.

(d) If the Board in its sole discretion deems necessary, it may take action to enforce the provisions of this Declaration and any rules made hereunder and enjoin and/or seek damages from any Owner for violation of such provisions or rules, including assessing fines, liens, and any other remedy the Board deems necessary.

(e) Enter into contracts, including for private trash and garbage collection services.

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6.2. Liability Limitations. No Member or member of the Board shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for any tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. The Association, its directors and agents shall not be liable for any incident or consequential damages for failure to inspect the Driveway (including the Entrance Area) or for any failure to repair or maintain the same.

6.3. Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses. Expenditures from any such fund will be made at the direction of the Board. The reserve fund shall be used for maintaining the Driveway (including the Entrance Area) or other legitimate purposes as may be specifically authorized by the Board.

ARTICLE VII DECLARANT'S RIGHTS AND RESERVATIONS

7.1. Period of Declarant's Rights and Reservations. Declarant shall have and retain certain rights hereafter set forth with respect to the Association and the Driveway (including the Entrance Area) from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Declarant's written notice to the Association of Declarant's termination of the rights described herein. The rights and reservations hereafter set forth shall be deemed accepted and reserved in each conveyance of a Tract by Declarant to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Driveway (including the Entrance Area) is conveyed by Declarant. The Declarant rights hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, rescinded or affected by any amendment of this Declaration. Declarant's consent to any amendment shall not be construed as a consent to any other amendment.

7.2. Right to Construct Additional Improvements in Driveway and Entrance Area. Declarant shall have and hereby reserves the right until the Control Transfer Date, without the consent of any other Owner, but shall not be obligated, to construct additional improvements within the Driveway (including the Entrance Area), so long as such construction does not directly result in an increase in annual assessments of Owners. Declarant shall, upon the Control Transfer Date, convey or transfer such improvements to the Association, and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

7.3. Declarant's Rights to Promote and Market the Property. Declarant shall have and hereby reserves the right to use the Driveway (including the Entrance Area) in the promotion and marketing of unsold Tracts. Declarant may erect and maintain on any part of the Entrance Area such signs, lighting, monuments and other structures as Declarant may deem necessary or proper in connection with the promotion, development and marketing of unsold Tracts; may use vehicles and equipment within the Driveway (including the Entrance Area) for promotional purposes; and may permit prospective purchasers of Tracts who are not Owners or Members of the Association to access the Driveway (including the Entrance Area) at reasonable times and in reasonable

Declaration of Covenants, Conditions and Restrictions – Stagecoach Depot Estates

Page 10

numbers; and may refer to the Association in connection with the development, promotion and marketing of the Property.

7.4. Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, electrical, telecommunication, internet and cable television lines and facilities, drainage and other purposes incidental to development of the Property, located in, on, under over and across (i) the Tracts or other property owned by Declarant, (ii) the Driveway (including the Entrance Area), and (iii) existing utility easements of record.

7.5. Amendments by the Declarant. The Declarant reserves the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, unilaterally to amend this Declaration by amendment filed for record if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Tracts; (iii) to enable any lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the Tracts; and (iv) to correct any typographical or grammatical error, ambiguity or inconsistency herein, provided that any such amendment shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's mortgagee. Any such amendment shall not adversely affect the title to any Tract unless the Owner shall consent in writing.

ARTICLE VIII MAINTENANCE; REPAIR AND RESTORATION

8.1. Right to Purchase Insurance. The Association shall have the right and option to purchase, carry, and maintain in force insurance that may include, but need not be limited to public liability and property damage insurance and officer's and director's liability insurance. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

8.2. Destruction of Improvements. If the improvements on any individual Tract are substantially damaged or destroyed due to fire or any other cause, the affected Owner shall clear and remove any debris resulting from such damage within **three (3) months** after the date that the damage or destruction occurs.

8.3. Entrance Gate. The Association does not warrant or guarantee that any gate hereafter constructed in the Entrance Area is sufficient and adequate to prevent trespass or crimes.

(a) **EACH OWNER RELEASES AND HOLDS THE ASSOCIATION HARMLESS** from any uninsured liability, claims, causes of action, or damages of any kind or character whatsoever arising out of or related to any and all aspects of the Driveway, including the Entrance Area, including, without

limitation, the proper functioning of any entrance gate hereafter constructed or any injury or damage done by improper functioning of any entrance gate.

(b) Each Owner shall make all reasonable efforts to protect any entrance gate code from public disclosure.

ARTICLE IX USE OF DRIVEWAY AND ENTRANCE AREA

The Driveway, including the Entrance Area, may be occupied and used as follows:

9.1. Damage to Driveway and Entrance Area. Each Owner shall be liable to the Association for any damage to the Driveway (including the Entrance Area) caused by the actions, negligence or willful misconduct of the Owner or such Owner's family, livestock and other occupants.

9.2. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board.

ARTICLE X USE OF PROPERTIES AND TRACTS; PROTECTIVE COVENANTS

The Property and each Tract situated thereon shall be constructed, developed, reconstructed, repaired, occupied, and used as follows:

10.1. Restricted Use. The Driveway, including the Entrance Area, is private and subject to the jurisdiction and administration of the Association. The Board is authorized to adopt and enforce rules governing the use of the Driveway, including the Entrance Area.

10.2. Residential Use. Each Tract shall be used and occupied primarily for residential uses other than as explicitly provided in this Declaration. The following additional restrictions shall apply:

(a) No Owner may subdivide such Owner's Tract.

(b) Subject to the building setback and other provisions herein, an Owner may construct barns and other outbuildings provided that **a maximum of two (2) families** may permanently reside on each of Tracts 1 – 8, and a maximum of three (3) families may permanently reside on Tract 9.

10.3. Trailer Homes and Manufactured Homes Prohibited. Trailer homes and all other temporary or mobile manufactured homes are prohibited on the Property, provided only that the existing manufactured home on Tract 5 may remain on Tract 5 for so long as such manufactured home is in use, but no other manufactured home may be brought onto Tract 5.

10.4. Consolidating Tracts. Any Owner owning two or more adjoining Tracts may consolidate such Tracts into a single building location for the purpose of constructing residential structures (as otherwise subject to the provisions of this Declaration, e.g., as to building setback lines and utility lines) and such other improvements as are permitted herein. Such Owner shall continue to pay

assessments on such Tracts as if such Tracts had not been consolidated and shall be entitled to one vote for each Tract (determined prior to consolidation) owned by such Owner.

10.5. Building Setback Requirements. Except for improvements constructed for the common use and enjoyment of Owners within the Entrance Area and utilities, no structure of any kind (whether fence, wall, hedge, dwelling, barn or other accessory structure) shall be (i) nearer than **20 feet** to the exterior boundary line of any Tract, (ii) nearer than **20 feet** to the Driveway, or (iii) nearer than **100 feet** to the County Road 335 – County Road 337 right-of-way line. If more than one of the foregoing setback requirements applies, the Owner must comply with all of such setback requirements.

10.6. Driveways. Private driveways on each Tract may connect to the [common] Driveway whether or not such Tract is directly connected to a public right-of-way except for Tract 9, which shall use only the separate private entrance provided for Tract 9 from the adjacent public right-of-way. Private driveways connecting to the Driveway shall utilize culverts so as not to interfere with drainage on either side of the Driveway.

10.7. Utilities. Each residence situated on a Tract may be connected to overhead electric lines after the same are available within the easements depicted on the Plat. Electric lines may extend across the Driveway as necessary to provide electrical service to each Tract.

The owner of each Tract shall have the right, subject to permitting by the Middle Trinity or other appropriate water authority, to have and maintain no more than the number of water wells permitted by such authority for the Owner's personal and domestic consumption. Owners are strictly prohibited from selling any water commercially from any well. Declarant makes no representations or warranties of any kind with respect to the quantity and quality of water available to any Tract now or in the future.

10.8. United States Mail. A single, common mail facility in the Entrance Area shall be constructed for Owners in the Entrance Area.

10.9. Septic Tanks. Septic tanks shall be constructed below the surface grade and be constructed, maintained and serviced in accordance with all applicable laws and regulations, including provisions pertaining to the environment and human health and hygiene.

10.10. Trash. Tracts shall be kept in a healthful and sanitary condition, and no Tract shall be used as a dumping ground for trash. As of the date of this Declaration, no trash disposal service is provided at the Property by Comanche County or Erath County.

10.11. Windmills and Solar Power. No Owner shall install any solar panels, windmills or other wind harvesting devices other than for such Owner's private use.

10.12. Mining and Mineral Production. No Owner shall drill any well to explore, produce or develop oil, gas or minerals on any Tract. No surface mining or strip mining is permitted on any Tract.

10.13. Utility Services. No Owner may erect any structure on the Driveway, including the Entrance Area. With respect to the Driveway (including the Entrance Area) and other easements depicted on the Plat or created by existing easement instruments of public record, all public utility service companies shall have the right of ingress, egress and use of the surface estate and/or necessary underground area for the installation and maintenance of utility facilities.

10.14. Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Tract shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep their Tract in safe, clean condition, including keeping the Driveway, including the Entrance Area, free at all times from obstructions, including trees, hedges, vehicles, boats, trailers, bikes and personal property.

(b) If any Owner or occupant fails in the forgoing duties or responsibilities, the Association may give written notice of such failure, and such Owner must promptly remedy the failure. Should any such person fail to remedy the failure, the Association may enter the Tract or Driveway (including the Entrance Area) and perform such repair and maintenance without any liability for damages for wrongful entry, trespass, or otherwise to any Owner or any other person.

(c) The Owners and occupants (including lessees) of any Tract on which work is performed pursuant to Section 10.14(b) above shall be liable for the cost of such work (such costs constituting a special individual assessment as per Section 5.5 hereof) and promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within **30 days** after receipt of a statement for such work, the said indebtedness shall be a debt of all said persons, jointly and severally, and **CONSTITUTE A LIEN** against the Tract on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including the right of foreclosure.

10.15. Maintenance of Driveway and Entrance Area. The Driveway, including the Entrance Area, shall be maintained by the Association.

10.16. Animals. No commercial feed lot, slaughterhouse or tannery is permitted on any Tract; no pigs, hogs or other swine may be kept on any Tract; and no commercial dog kennel or "cat farm" is permitted on any Tract.

**ARTICLE XI
EASEMENTS**

11.1. Ingress and Egress by the Association. The Association shall have rights of ingress and egress over and upon each Tract as reasonably necessary for the maintenance and repair of the Driveway, including the Entrance Area, and utility lines installed on the Property (see further below). Any entry shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry shall be promptly repaired by the Association at its expense.

11.2. General. The rights and duties of the Owners with respect to electrical, telecommunication, internet and cable television lines and facilities are as follows:

(a) Wherever electrical, telecommunication, internet and cable television lines and facilities are created by previously existing easements, whether depicted on the Plat or of other public record, and burden one or more Tracts, the Owner of each Tract burdened by such lines and facilities may connect to such lines and facilities as the Owner may agree with the applicable utility providers.

(b) Owners of Tracts immediately adjacent to a Tract burdened by such lines and facilities are hereby granted the right and easement to enter upon the burdened Tract to connect to such lines and facilities, provided that no connection shall be located within **100 feet** of any permanent residence constructed on a burdened Tract.

11.3. Reservation of Easements. Easements over the Tracts and the Driveway, including the Entrance Area, for the installation and maintenance of electric, telephone, internet and cable television lines are hereby also reserved by the Association, provided that the Association shall install no new line within **100 feet** of any permanent residence constructed on any Tract except for benefit of the Owner of such Tract.

11.4. Utility Easements. Easements for the installation and maintenance of electrical, telecommunication, internet and cable television lines and facilities are hereby reserved (i) within **20 feet** of either side of the Driveway, including the Entrance Area, (ii) within **20 feet** of the public right-of-way, and (iii) as necessary or convenient for an Owner to tie into existing electrical, telecommunication, internet and cable television lines and facilities already located on the Owner's own Tract as of the date of filing of this Declaration. Easements running adjacent to the Driveway, except for the Entrance Area, may be crossed by private driveways and culverts of Owners but shall be kept clear of all other improvements, and any utility company accessing such easements shall not be liable for any damage to shrubbery, trees, flowers, driveways, walls or fences in the performance of necessary maintenance or the trimming of trees and shrubs to keep utility lines and facilities safe and clear of obstruction in the judgment of the utility company maintaining the lines.

11.5. Emergency and Service Vehicles. An easement is hereby granted to the Association, its directors, and agents and to all law enforcement, fire protection, ambulance, and other emergency and service personnel and vehicles to enter upon the Driveway (including the Entrance Area) and upon the Tract 9 private driveway in the performance of their respective duties and services.

ARTICLE XII GENERAL PROVISIONS

12.1. Duration. All covenants and restrictions of this Declaration shall run perpetually with the land and bind the Property subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, by the Association, by any Owner, and by their respective legal representatives, heirs, successors, and assigns, unless Erath County and/or Comanche County shall hereafter take over the maintenance of the Driveway and an instrument terminating this Declaration, signed by the Members entitled to cast **65 percent** or more of the votes of the

Association in the aggregate, has been recorded in the official records of Erath County, Texas and Comanche County, Texas.

12.2. Amendments. This Declaration may be amended upon the express written consent of the Declarant during the Declarant Control Period, and thereafter, by the Association upon the consent or approval of the Members entitled to cast **65 percent** of the votes of the Association, in the aggregate, provided that any amendment increasing Assessments against the Owner of Tract 9 in excess of **50 percent** of Assessments paid by other Owners must be approved by the Owner of Tract 9. All amendments to this Declaration shall be recorded in the official records of Erath County, Texas and Comanche County, Texas. Notwithstanding the foregoing, the Association may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

12.3. Enforcement. Enforcement of the covenants and restrictions of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages or to enforce any lien created pursuant to this Declaration, and failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of such party's right to do so thereafter.

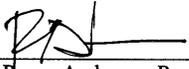
12.4. Headings. Headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

12.5. Notices to Member or Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

12.6. Disputes. Matters of dispute or disagreement between Owners with respect to the interpretation or application of the provisions of this Declaration or any Bylaws hereafter adopted by the Association shall be determined by the Board, whose determination shall be final and binding upon all Owners.

IN WITNESS WHEREOF, this Declaration has been executed to be effective as of its date of recording in Erath County, Texas and Comanche County, Texas.

RANCH LIFESTYLES DEVELOPMENT, LLC,
a Texas limited liability company

By: 
Roger Andersen, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

7th Acknowledged before me, the undersigned notary public of the State of Texas, on this day of December, 2021 by Roger Andersen, President of Ranch Lifestyles Development, LLC, a Texas limited liability company, on behalf of such limited liability company.

SEAL




Notary Public, State of Texas
Printed Name: Rachel Helms
My commission expires: 3.19.2023

SUBORDINATION BY LENDER

The Declaration of Covenants, Conditions, and Restrictions for Stagecoach Depot Estates ("Declaration") to which this Subordination by Lender is attached is joined by Benchmark Bank (the "Lender") for the sole purpose of evidencing Lender's consent to subordinate the liens (the "Liens") securing the indebtedness of Declarant to Lender pertaining to the Property described on Exhibit "A" attached and made a part hereof as such liens are evidenced, secured and governed by that certain Deed of Trust, Security Agreement and Financing Statement (the "Deed of Trust") executed by Ranch Lifestyles Development, LLC, a Texas limited liability company, to Bill G. Brewer or Jim Neuhoff, Trustee for benefit of Benchmark Bank and recorded on March 30, 2021 in Volume 473, Page 399 in the Official Public Records of Comanche County, Texas and recorded on March 24, 2021 as Instrument No. 2021-02211 in the Official Public Records of Erath County, Texas.

The Lender agrees that the Liens evidenced by the Deed of Trust are hereby subordinated to the Declaration.

IN WITNESS WHEREOF, the undersigned authorized officer of the Lender has executed this Consent to Subordination by Lender to be effective when recorded in the Official Public Records of Comanche County and Erath County, respectively.

LENDER:

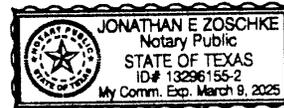
BENCHMARK BANK

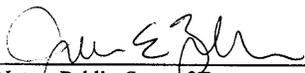
By: 
Thomas Gresham, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned notary public of the State of Texas, on this day of December, 2021 by Thomas Gresham, President of Benchmark Bank, on behalf of said bank.

SEAL




Notary Public, State of Texas
Printed Name: Jonathan E Zoschke
My commission expires: Mar 9 2025

STAGE DEPOT ESTATES

WIDE AERIAL

D I B

DAVIDSON BOGEL
REAL ESTATE | LAND IS OUR BUSINESS®



De Leon

De Leon H.S.
183 Students
Perkins M.S.
174 Students
De Leon E.S.
340 Students

Dublin

Dublin E.S.
412 Students
Dublin Intermediate
289 Students
Dublin H.S.
504 Students
3,240 VPD ('21)

Stephenville

Legends Country Club
Tejas Golf Course
Stephenville H.S.
1,061 Students
Henderson J.H.S.
557 Students
Walmart
Texas Health
Stephenville Clark Regional Airport
HIBBETT
Diet Chex

Any projections used are speculative in nature and do not guarantee the current or future performance of the project. Therefore, they should not be relied upon. We make no guarantee or warranty regarding the information contained in this flyer. You and your advisors should perform a detailed investigation and inspection of the property to determine whether it meets your satisfaction. Seller expressly disclaims any representation or warranty with respect to the accuracy of the submission items, and Buyer acknowledges that it is relying on its own investigations to determine the accuracy of the submission items. Davidson Bogel Real Estate, LLC, 2024

STAGE DEPOT ESTATES

DISCLAIMER

APPROVED BY THE TEXAS REAL ESTATE COMMISSION FOR VOLUNTARY USE.

TEXAS LAW REQUIRES ALL REAL ESTATE LICENSEES TO GIVE THE FOLLOWING INFORMATION ABOUT BROKERAGE SERVICES TO PROSPECTIVE BUYERS, TENANTS, SELLERS AND LANDLORDS. (01A TREC NO. OP-K)

INFORMATION ABOUT BROKERAGE SERVICES:

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner; buyer: and
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property. With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

IF YOU CHOOSE TO HAVE A BROKER REPRESENT YOU:

You should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

DAVIDSON BOGEL REAL ESTATE, LLC
LICENSED BROKER / BROKER FIRM NAME
MICHAEL EDWARD BOGEL II
DESIGNATED BROKER OF FIRM
BEN SHERMAN
SALES AGENT/ASSOCIATE

9004427
LICENSE NO.
598526
LICENSE NO.
768762
LICENSE NO.

INFO@DB2RE.COM
EMAIL
EBOGEL@DB2RE.COM
EMAIL
BSHERMAN@DB2RE.COM
EMAIL

214-526-3626
PHONE
214-526-3626
PHONE
214-526-3626
PHONE



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Davidson Bogel Real Estate, LLC	9004427	info@db2re.com	214-526-3626
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Michael Edward Bogel II	598526	ebogel@db2re.com	214-526-3626
Designated Broker of Firm	License No.	Email	Phone
Ben Sherman	768762	bsherman@db2re.com	214-526-3626
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
N/A	N/A	N/A	N/A
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date