

Oak Hill Ranch

Vital Information Statement

All information furnished with respect to this Vital Information Statement is based on estimated costs and standards set by the State of Texas and has been obtained from sources deemed reliable. No representation or guarantee is made as to the accuracy thereof, and such information is subject to change in the future.

The parcel being purchased by (Buyer) from Oak Hill TX, LLC (Seller) is Tract # 27, in Oak Hill Ranch located in Houston County, Texas.

1. In the purchase of real estate, many technical requirements must be met to assure that you receive proper title. If you desire, an owner's title insurance policy is available. Notable known exceptions to clear title on the property are stated below:
 - A. A drainage and utility easement measuring fifteen feet (15') in width is reserved along the side and rear property lines for all Tracts in the Subdivision.
 - B. A public access easement measuring thirty feet (30') in width is reserved on Tract 1, Tract 39, and Tract 40 along County Road 1105. A private access easement measuring thirty feet (30') in width is reserved on Tract 1 through Tract 39 for the Private Roads within the Subdivision.
 - C. A utility easement measuring thirty feet (30') in width is reserved on Tract 1 through Tract 40 adjacent to any public access easement or private access easement. The utility easement described under this Section is in addition to the public access easements and private access easements stated above in Section B.
 - D. A utility easement measuring fifteen feet (15') in width is reserved to Consolidated Water Supply Corporation on Tract 1 and Tract 39 along County Road 1105.
 - E. Tract 39 and Tract 40 contain existing overhead powerlines owned and operated by Houston County Electric Cooperative, Inc. within a right-of-way easement along County Road 1105. Buyer(s) of Tract 39 and Tract 40 are not permitted to remove or relocate these existing overhead powerlines without the express written consent of Houston County Electric Cooperative, Inc.
 - F. Tract 36, Tract 37, and Tract 40 contain an access easement measuring twenty feet (20') in width in order to provide access to an adjacent property.
2. The Buyer acknowledges the following Deed Restrictions for Oak Hill Ranch to be recorded by Seller in Houston County, Texas. Initials: Calvin
 - A. Use Restrictions. Except as specifically set forth in this Declaration, all Tracts shall be used for single family residential, recreational, and/or agricultural purposes only.
 - B. Subdividing. No Tract may be subdivided into smaller Tracts.
 - C. Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than: a) thirty feet (30') from any public access easement, private access easement, or utility easement located on the Tract, and b) fifteen feet (15') from the side and rear property lines of the Tract.
 - D. No Mobile Homes. No mobile homes are permitted to be located on any Tract.
 - E. Junk Cars, Scrap, & Trash. No junk cars, abandoned cars, scrap, trash, or other debris may be placed on any Tract.
 - F. Animals. No pigs or peacocks will be permitted on any Tract.
 - G. Prohibited Activities and Nuisance. No activity, whether for profit or not, shall be conducted on any Tract which is not related to the occupation of the Tract for single family residential purposes and/or bona fide agricultural purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity and (c) no toxic substances are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived regarding the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on the Tract. No Owner shall be allowed to drive or park an 18-wheeler into the Subdivision on a regular basis; 18-wheelers are only allowed during construction activities or for deliveries.
 - H. Mineral Development. No Owner shall be allowed to permit or perform commercial drilling, mineral development operations, mineral refining, quarrying, mining, or water operation of any kind in, on or under any Tract.

- I. Remedies. The right of enforcement of each of these restrictive covenants is vested in the owner of each and all of the Tract(s) or Lot(s) in this Subdivision, and any owner of any lot shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of any action at law, or a suit in equity for injunctive or other relief.
3. All Tracts are required to be members of the Oak Hill Ranch Road Maintenance Association, Inc. A \$600 annual fee per Tract will be charged to the members of the Oak Hill Ranch Road Maintenance Association, Inc. for the maintenance of Private Roads (Oak Hill Trail and Fox Hollow Court) within the Subdivision.
 4. Access for Tract 40 is by County Road 1105. Access for Tract 1 and Tract 39 is by County Road 1105 or by the Private Roads within the Subdivision. Access for Tract 2 through Tract 38 is by the Private Roads within the Subdivision. Road Maintenance for County Road 1105 is the responsibility of Houston County. The maintenance of the Private Roads (Oak Hill Trail and Fox Hollow Court) within the Subdivision is the responsibility of the Oak Hill Ranch Road Maintenance Association, Inc. Each property owner is responsible for their own driveway, culvert installation, and subsequent maintenance.
 5. According to FEMA maps, there is floodplain located on portions of Tract 6 and Tract 13 through Tract 20.
 6. In order to obtain a 911 Address, please contact the Houston County 911 Addressing Coordinator: 600 Bradshaw Street, Crockett, TX 75835 (936) 544-7427.
 7. Community Mailbox Clusters will be located at the community entrance within the access and utility easements in order to provide mail delivery for all Tracts within the Subdivision. The maintenance of the Community Mailbox Clusters is the responsibility of the Oak Hill Ranch Road Maintenance Association, Inc. The Seller will be installing one (1) cluster mailbox at the entrance of the Subdivision. Any future cluster mailboxes that are required to be installed will be the exclusive responsibility of the Oak Hill Ranch Road Maintenance Association, Inc.
 8. Tracts within Oak Hill Ranch are located in the Kennard Independent School District.
 9. Oak Hill TX, LLC does not warrant or guarantee the following:
 - A. Water levels on any pond, lake, stock tank or creek.
 - B. The life span of any trees due to but not limited to: natural causes, being within an easement, or disease such as Oak Wilt.
 - C. Depth and yield of water wells.
 - D. Longevity, safety, or functionality of existing culverts on site.
 10. Buyer will be responsible for the installation of a septic system when building. The size and cost will vary depending on the number of bedrooms, bathrooms, and whether installing a conventional system or an aerobic system. The approximate cost will range from \$7,000 to \$10,000 for a conventional system and will be higher for an aerobic system. Excessive rock may require additional excavation fees. These estimates have been provided by Bumble-B Septic Services: 13 Amber Drive, Huntsville, TX 77320 (936) 355-5599.
 11. Water in Oak Hill Ranch will require installation of an individual well. Well depths in the area range from approximately three hundred feet (300') to five hundred fifty feet (550'). The approximate cost of a well will range from \$45 to \$60 per foot for a finished well with a pump. These estimates have been provided by Palestine Drilling & Services, LLC: 549 U.S. 287, Palestine, TX 75803 (903) 729-0215.
 12. Groundwater in the state of Texas can vary from aquifer to aquifer. From time to time, some wells will require water treatment, filtration systems, and/or storage tanks. As a result, Buyer should consult with a licensed well driller to evaluate their property prior to drilling a well.
 13. Gas is available by propane tank and can be provided by: Consumer's LP Gas & Appliance Co., 904 S. 4th Street, P.O. Box 459, Crockett, TX 75835 (800) 247-6231 or (936) 544-3161.
 14. Electricity in Oak Hill Ranch is provided by Houston County Electric Cooperative, Inc. (HCEC): 1701 Southeast Loop 304, Crockett, TX 75835 (800) 657-2445. At Seller's expense, Houston County Electric Cooperative, Inc. will be installing overhead powerlines along County Road 1105 and the Private Roads within the Subdivision so that all remaining Tracts have access to connect to power. The Buyer will be responsible for extending power from the road to the home/build site at their expense, and total costs will vary according to the distance power is extended. An estimate of \$11.00 per foot is expected for overhead service and \$15.00 per foot for underground service. Houston County Electric Cooperative provides customers constructing a permanent primary residence with the first four hundred feet (400') of overhead service or two hundred fifty feet (250') of underground service at no cost. Tract Owners are not permitted to remove or relocate any overhead powerlines without the express written consent of Houston County Electric Cooperative (HCEC).

15. Television and Internet Providers: Direct TV, Hughes Net, and Starlink. The Seller makes no guarantee as to the availability of cable or internet service.
16. Oak Hill Ranch is currently under an Agricultural Exemption for tax purposes through December 31, 2024. Such exemption results in reduced property assessments. With reduced assessments in place, taxes are approximately \$4.00 per acre to \$7.00 per acre annually. **Each Buyer will need to file an application for continued Agricultural Exemption with Houston County in January 2025 (and annually thereafter).** Failure to do so may result in losing the Agricultural Exemption. Seller makes no representations, warranties, or guarantees to Buyer regarding continued Agricultural Exemption on any Tract and shall not be responsible or liable for any potential future Rollback Taxes due to a change in Agricultural Exemption Status. The construction of improvements on a Tract may affect the ability to maintain Agricultural Exemption for tax purposes in the future.
17. The Property Tax Rate in Houston County for 2023 was \$1.285567 per \$100 of the Taxable Value on improvements. Example: \$200,000 Taxable Value (x) 0.01285567 = \$2,571.13. Statements regarding current assessments are provided by the Houston County Tax Assessor/Collector: 401 East Goliad Avenue, Suite 101, Crockett, TX 75835 (936) 544-3255, extension 258.
18. Soils in the state of Texas vary and some may have a high plasticity index. As a result, Buyer should have any foundation designed by a professional engineer to minimize the movement and damage to any improvements. The Seller shall have no liability for any damage to any improvements placed upon the property.
19. A Phase 1 Environmental Site Assessment was performed by Capital Environmental, Inc: 8700 Menchaca Road, Suite 201, Austin, TX 78748 (512) 535-4368.
20. Buyer understands that Seller is not a builder and has no affiliation with any builder. Buyer is purchasing land only from Seller and has no obligation to purchase any featured barn, cabin or structure. Any builder introduced by Seller is only provided as courtesy to the Buyer.
21. Buyer is purchasing a Tract during the preconstruction phase, and prior to the completion of all utilities and roads. Buyer understands that the timing of utilities and road installation is based on the contractors/utility companies that will be completing the installation of such items. Seller makes no warranty regarding the timing of the completion of utilities and roads.
22. All federal, state, county, and local rules, regulations, ordinances, bylaws, and zoning apply to this property.
23. The future value of any land is uncertain and dependent upon many factors. Do not expect all land to increase in value.
24. I understand and acknowledge that the preceding information has been prepared with reasonable diligence by the Seller, based on information currently available and that such information is subject to change in the future.

Buyer(s) acceptance of Oak Hill Ranch Vital Information Statement