



SUBJECT TRACT



PENDING CASE



ZONING BOUNDARY

NOTIFICATIONS

CASE#: C15-2017-0019
LOCATION: 304 Milton Street



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

1" = 162'

EXHIBIT 1

Application BOA



CITY OF AUSTIN

Development Services Department

One Texas Center | Phone: 512.978.4000

505 Barton Springs Road, Austin, Texas 78704

Board of Adjustment General/Parking Variance Application

WARNING: Filing of this appeal stops all affected construction activity.

This application is a fillable PDF that can be completed electronically. To ensure your information is saved, [click here to Save](#) the form to your computer, then open your copy and continue.

The Tab key may be used to navigate to each field; Shift + Tab moves to the previous field. The Enter key activates links, emails, and buttons. Use the Up & Down Arrow keys to scroll through drop-down lists and check boxes, and hit Enter to make a selection.

The application must be complete and accurate prior to submittal. *If more space is required, please complete Section 6 as needed.* All information is required (if applicable).

For Office Use Only

Case # _____ ROW # _____ Tax # _____

Section 1: Applicant Statement

Street Address: 304 W. Milton St

Subdivision Legal Description:

E 32 ft of Lot 9 Blk B Beckers Gus F Subd.

Lot(s): _____ Block(s): _____

Outlot: _____ Division: _____

Zoning District: SF-3-NP

I/We Kellie Rush-Frie & Ross Frie on behalf of myself/ourselves as
authorized agent for Kat Shau Felberger and/or Zak Orth affirm that on
Month March, Day 13, Year 2017, hereby apply for a hearing before the
Board of Adjustment for consideration to (select appropriate option below):

☐ Erect ☐ Attach ☐ Complete ☐ Remodel ☒ Maintain ☐ Other: _____

Type of Structure: Single-Family Residence

Portion of the City of Austin Land Development Code applicant is seeking a variance from:

SUBCHAPTER F: - RESIDENTIAL DESIGN AND COMPATIBILITY STANDARDS; ARTICLE 2:
- DEVELOPMENT STANDARDS: § 2.1. - MAXIMUM DEVELOPMENT PERMITTED. and
ARTICLE 3: - DEFINITIONS AND MEASUREMENT: § 3.3. - GROSS FLOOR AREA. 3.3.3.

Section 2: Variance Findings

The Board must determine the existence of, sufficiency of, and weight of evidence supporting the findings described below. Therefore, you must complete each of the applicable Findings Statements as part of your application. Failure to do so may result in your application being rejected as incomplete. Please attach any additional supporting documents.

NOTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.

I contend that my entitlement to the requested variance is based on the following findings:

Reasonable Use

The zoning regulations applicable to the property do not allow for a reasonable use because:

Hardship

a) The hardship for which the variance is requested is unique to the property in that:

b) The hardship is not general to the area in which the property is located because:

Area Character

The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

Under Section 3.3.3. this property complies with the definition of attics that meet the six (6) requirements that qualifies the already built addition in 2014 that converted uninhabitable attic to habitable so it be excluded from the calculation of gross floor area, therefore, property is .36 FAR under the maximum .4 FAR mandated at 2/10/14 BOA meeting case # C15-2014-0004. See Section 6. below for remainder of variance request.

Parking (additional criteria for parking variances only)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed in the City of Austin Land Development Code Chapter 25-6, Appendix A with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

1. Neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonably require strict or literal interpretation and enforcement of the specific regulation because:

2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

3. The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:

4. The variance will run with the use or uses to which it pertains and shall not run with the site because:

Section 3: Applicant Certificate

I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Applicant Signature: Ross Frie

Signature verified
03/14/17 7:39PM EDT
FRIEDM-28EC-D39A-UIOF

Date: 03/14/2017

Applicant Name (typed or printed): Ross Frie & Kellie Rush-Frie

Applicant Mailing Address: 609 Cutty Trail

City: Austin

State: Tx

Zip: 78734

Phone (will be public information): (512) 925-2562

Email (optional – will be public information): ross@fripdc.com kellie@fripdc.com

Section 4: Owner Certificate

I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Owner Signature: [Signature]

Date: 03/14/2017

Owner Name (typed or printed): Kathryn Shaufelberger and/or Zakary Orth

Owner Mailing Address: 304 W Milton St

City: Austin

State: Tx

Zip: 78704

Phone (will be public information): (917) 292-6911

Email (optional – will be public information):

Section 5: Agent Information

Agent Name: Same as Applicant

Agent Mailing Address:

City:

State:

Zip:

Phone (will be public information):

Email (optional – will be public information):

Section 6: Additional Space (if applicable)

Please use the space below to provide additional information as needed. To ensure the information is referenced to the proper item, include the Section and Field names as well (continued on next page).

If determined Section 3.3.3 is not correct, then we request an area character variance to remove the maximum 2,300 sf home restriction imposed by the 2/10/15 BOA decision since under Subchapter F Section 2.1 that allows the greater of max .4 FAR or 2,300 sf.

Additional Space (continued)

The maximum amount of development permitted on a property subject to this Subchapter is limited to the greater of 0.4 to 1.0 floor-to-area ratio or 2,300 square feet of gross floor area, as defined in Section 3.3. All other properties within the Subchapter F area are permitted this option by ordinance but BOA took that option away by only allowing .4 FAR only and not 2,300 sf of which our home is only 1,906 sf with both the 1st floor (1,232 sf) and habitable attic, or 2nd floor (674 sf) which we've submitted for building permit as the conversion of 2nd floor was completed without permits prior to current homeowners purchasing property directly from design-builder Moore-Tate. If determined this not accurate, then we request variance to Section 2.1 to allow maximum .58 FAR to comply with master comment report 2017-010825 PR residential zoning review 1. which meets intent of ordinance and does not change the area character since home structure not altered or increased externally when 2nd floor attic was converted to habitable space.

SAVE

EXHIBIT 2

Summary Letter

EXHIBIT 3

Petition in Support

Kat Schaufelberger
Zak Orth
304 W. Milton
Austin, Texas 78704

March 10, 2017

RE: Notice of Violation Case Number: CV-2016-1444502

To Whom It May Concern:

On December 7, 2016 we received a Notice of Violation from the City of Austin stating that there was residential construction performed without the required permits specifically for the work performed and maintained in the upstairs bedroom and bathroom. The home was built in 2014 and we subsequently purchased the home in 2015. Upon further investigation, we discovered that the 2nd floor of our home was indeed not permitted by our builder. We requested the file from the City regarding the permitting of our home and discovered that the 2nd floor should not have been built because it exceeds the FAR (Floor Area Ratio) for our lot (though our home is under the 2300 sf. limitation in the McMansion Ordinance). We also discovered that our builder was using architectural stamps on plans for at least 6 projects that she wasn't authorized to use. Upon examination of our plans, it was apparent that the builder had a stairwell in the plans for the home. This clearly indicates that a 2nd floor was planned. No City of Austin Reviewer caught any of these mistakes. Also, the appraiser for the property did not catch the fact that the 2nd floor was unpermitted. His appraised value included the work that was unpermitted. We are now being told that we must get this permitted to resolve these issues. However, now we will be required to submit a Variance to the Austin Board of Adjustments asking to be allowed to exceed the FAR.

This variance must be granted for our 2nd floor to remain in our home. The consequences are dire because if this variance is NOT granted, we may be required to tear down these improvements. The 2nd floor of our home was built to code and fits in with the character of our neighborhood. Consequently, this will devalue the home that we purchased by almost half. We did not create this issue, the builder knew that a 2nd floor was not permitted and sold us a home with an unpermitted 2nd floor.

We are requesting the support of our friends and neighbors for our Board of Adjustment Appeal to grant us a variance for this issue. We inherited this issue from the builder and we should not be penalized for the actions of the builder, the failure of the City of Austin to uncover the builder's plan by a clearly indicated stairwell contained within the plans, and the failure of an appraiser including in value unpermitted work.

Please sign our petition or letter of support to grant our variance to exceed the FAR on our property.

Sincerely,

Kat Schaufelberger
Zak Orth



I, Kat Schaufelberger, am applying for a variance from the Board of Adjustment regarding Section _____ of the Land Development Code. The variance would allow me the ability to _____

By signing this form, I understand that I am declaring my support for the variance being requested.

Property Owner Name (Printed)	Address	Signature
HARDY VIENER	306 W. MILTON ST. AUSTIN, TX 78704	<i>[Signature]</i>
Erin Smith	510 E. MARY ST AUSTIN TX 78704	<i>[Signature]</i>
Melinda Sayer	2302 Fortune Dr 78704	<i>[Signature]</i>
Chad Glickson	401 9th St 78713	<i>[Signature]</i>
INDIREKI CURREN	2709 GREENHUNT 78757	<i>[Signature]</i>
GA NERAMENI	9105 W 9th St.	<i>[Signature]</i>
Jennifer E Gordon	2018 WINGST STREET	<i>[Signature]</i>

By signing this form, I understand that I am declaring my support for the variance being requested.

Property Owner Name (Printed)	Address	Signature
XAVIER SCHIPANI	15 KERN RAMBLE ST.	Xavier
Jenny Schipani	15 KERN RAMBLE	Jenny Schipani
CLAIRE ZINNECKER	5010 DUVAL ST	Claire Zinnecker
Rebekah DUBOSE	2703 E. 22ND ST	Rebekah DUBOSE
Christina Simon	1319 Broadmoor Dr 7723	Christina Simon
Isadora McKee	4013 Cherrywood Rd A TX 7722	Isadora McKee
Lisa Kile	4006 Cherrywood Dr 7722	Lisa Kile
Enn Lindsey	7209 Teaberry Dr	Enn Lindsey
BOBBY JOHNS	1408 CANTERBURY ST	Bobby Johns
Elizabeth (Sri) Mc	606 B W. AMULET ST	Elizabeth (Sri) Mc
CATHERINE ABSTON	11605 FORESTHILL DR	Catherine Abston
JOHN ASSAWANATYAPONT	1702 OVERHILL DR	John Assawanatya
Edna Thompson	8000 E. 52ND ST.	Edna Thompson

By signing this form, I understand that I am declaring my support for the variance being requested.

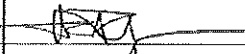


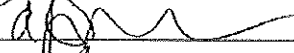


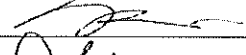
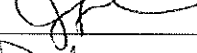
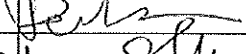


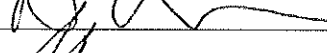
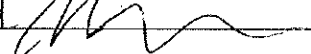
Property Owner Name (Printed)	Address	Signature
HALEY FAIRLESS	4604 KITTY AVE	
EVERETT BRITT	608 W. J. Chang	
ALISUM NAWO	1124 S 319	
dawn franchino	1416 Royal Crest drive	
Sarah Trapp	1208 Centerville St.	
Ellen O'Meara	710A Landon Lane ^{Austin, TX}	
Scott Bellen	1020 Bonham Terrace	
Saime Lovell	1204 S. Congress	
Bob Kimb	1204 S. Congress	
GAIL CHIVAN	115 Nellie St 78704	
CLAY GRIFF	1720 KILPATRICK DR 75228	
N. Chapman	3089 Park Lane	
Andy Sabala	2520 E. 4th St 78702	

EXHIBIT 4

**304 W. Milton
COA Notice of Violation**



City of Austin

P.O. Box 1088, Austin, TX, 78767

AUSTIN CODE DEPARTMENT

NOTICE OF VIOLATION

Case Number: CV-2016-144502

via Certified Mail #7015 1730 0001 9237 0877

December 7, 2016

Orth Adam Zakary & Kathryn Elizabeth Shaufelberger
304 W Milton St
Austin, TX 78704

RE: 304 MILTON ST AUSTIN TX 78704
Locally known as 304 MILTON ST AUSTIN TX 78704
Legally described as E 32FT OF LOT 9 BLK B BECKERS GUS F SUBD
Zoned as SF-3-NP
Parcel Number 0400000614

Dear Orth Adam Zakary & Kathryn Elizabeth Shaufelberger:

The City of Austin Code Department investigated the property described above. Austin City Code violations were found that require your immediate attention. A description of the violation(s) and compliance timeframe(s) are provided in the attached violation report.

After receipt of this Notice, and until compliance is attained, the Austin City Code prohibits the sale, lease, or transfer of this property unless:

- You provide the buyer, lessee, or other transferee a copy of this Notice of Violation; and
- You provide the name and address of the buyer, lessee, or other transferee to the Code Official.

For additional information, I can be reached at 512-974-2314 or Luis.Leos@austintexas.gov. Please reference case number CV-2016-144502. Hours of operation are: Monday – Friday, 7:30 a.m. - 4:00 p.m.

Para obtener más información, llame al 512-974-2314 o envíe un correo electrónico a Luis.Leos@austintexas.gov. Por favor, consulte caso número CV-2016-144502. El horario de atención es: lunes a viernes, 7:30 a.m. - 4:00 p.m.

Sincerely,

Luis Leos, Austin Code Officer
City of Austin Code Department

VIOLATION REPORT

Date of Notice: December 7, 2016

Code Officer: Luis Leos

Case Number: CV-2016-144502

Property Address: 304 MILTON ST AUSTIN TX 78704
Locally known as 304 MILTON ST AUSTIN TX 78704
Zoned as SF-3-NP

The items listed below are violations of the Austin City Code, and require your immediate attention. If the violations are not brought into compliance within the timeframes listed in this report, enforcement action may be taken. Timeframes start from the Date of Notice.

Violation Type: LAND USE

Austin City Code Section: Building Permit Requirement (§25-12-241 [2012 IRC R105.1])

Description of Violation: Residential construction performed without required permit(s).

Date Observed: 12/05/2016

Timeframe to Comply: 14 Day(s)

Recommended Resolution: Please obtain a permit for the work performed and maintained in the upstairs bedroom and bathroom.

Notes: Permit violations require the permit(s) to be issued and all required inspections to be completed to attain compliance. For questions concerning land use violations, please contact the Development Services Department at 512-978-4000. You can also visit <http://www.austintexas.gov/department/development-services> for more information.

IMPORTANT INFORMATION**Failure to Correct**

If the violations are not brought into compliance within the timeframes listed in the violation report, enforcement action may include:

- Criminal charges in the City of Austin Municipal Court subjecting you to fines of up to \$2,000 per violation, per day.
- Civil penalties in an Administrative Hearing subjecting you to fines of up to \$1,000 per violation, per day, along with additional fees.
- Suspension or cancelation of existing site plan, permit or certificate of occupancy. If the site plan, permit or certificate of occupancy is suspended or revoked, the utility service to this property may be disconnected.
- Civil injunctions or penalties in State court.
- For dangerous or substandard buildings, the City of Austin may also take action with the Building and Standards Commission (BSC) to order the vacation, relocation of occupants, securing, repair, removal or demolition of a building, and civil penalties.

Ownership Information

According to the records of the County, you own the property described in this notice. If this property has other owners, please provide me with this information. If you no longer own this property, you must execute an affidavit form provided by our office. This form should state that you no longer own the property, the name of the new owner, and their last known address. The affidavit must be delivered in

person or by certified mail, with return receipt requested, to the Austin Code Department office no later than 20 days after you receive this notice. If you do not submit an affidavit, it will be presumed that you own the property described in this notice.

An affidavit form is available at www.austintexas.gov/code-resources, or at the Austin Code Department office at 1520 Rutherford Lane. The completed affidavit should be mailed to: **City of Austin Code Department, P.O. Box 1088, Austin, Texas 78767.**

You may file a written complaint or commendation regarding an Austin Code Department Officer no later than 3 days after you receive this notice. Please reference your case number. The complaint or commendation should be mailed to: **City of Austin Code Department, ATTN: Code Official, P.O. Box 1088, Austin, Texas 78767.**

EXHIBIT 5

**304 W. Milton Contract
4/02/2015**



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

4-28-2014

NEW HOME CONTRACT

(Completed Construction)

NOTICE: Not For Use For Condominium Transactions or Closings Prior to Completion of Construction

1. PARTIES: The parties to this contract are Moore-Tate Dist, LP (Seller) and Zak Orth & Kathryn Schaufelberger (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot E 32N of lot 2, Block B, Addition, City of Austin, County of Travis, Texas, known as 304 West Milton, 78704 (address/zip code), or as described on attached exhibit, together with: (i) Improvements, fixtures and all other property located thereon; and (ii) all rights, privileges and appurtenances thereto, including but not limited to: permits, easements, and cooperative and association memberships. All property sold by this contract is called the "Property".

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$
 B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$
 C. Sales Price (Sum of A and B)

4. FINANCING (Not for use with reverse mortgage financing): The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☒ **A. THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium).

(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s), (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

☒ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

☐ **B. ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

☐ **C. SELLER FINANCING:** A promissory note from Buyer to Seller of \$ secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ \$1,000.00 as earnest money with Gracy Title as escrow agent, at Vicky Wilhelm, Gracy Title, 1801 S Monac, Suite 250, Austin TX 78746 (address). Buyer shall deposit additional earnest money of \$ 0 with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner policy of title insurance (Title Policy) issued by Gracy Title, a Stewart Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: ☐ (i) will not be amended or deleted from the title policy; ☒ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's

Initialed for identification by Buyer and Seller TREC NO. 24-13
 Created with www.bulldogformstexas.com

expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☒ (1) Within 3 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: none

Buyer must object the earlier of (i) the Closing Date or (ii) days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property. Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association

Initialed for Identification by Buyer to KS and Seller TS TS

should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☐ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

Contract Concerning 304 West Milton

Page 4 of 9 4-28-2014

(Address of Property)

C. **WARRANTIES:** Except as expressly set forth in this contract, a separate writing, or provided by law, Seller makes no other express warranties. Seller shall assign to Buyer at closing all assignable manufacturer warranties.

D. **INSULATION:** As required by Federal Trade Commission Regulations, the information relating to the insulation installed or to be installed in the Improvements at the Property is: (check only one box below)

☐ (1) as shown in the attached specifications.

☐ (2) as follows:

- (a) Exterior walls of Improved living areas: Insulated with _____
Insulation to a thickness of _____ Inches which yields an R-Value of _____
- (b) Walls in other areas of the home: Insulated with _____
Insulation to a thickness of _____ Inches which yields an R-Value of _____
- (c) Ceilings in Improved living areas: Insulated with _____
Insulation to a thickness of _____ Inches which yields an R-Value of _____
- (d) Floors of Improved living areas not applied to a slab foundation: Insulated with _____
Insulation to a thickness of _____ Inches
which yields an R-Value of _____
- (e) Other insulated areas: Insulated with _____ Insulation to a
thickness of _____ Inches which yields an R-Value of _____

All stated R-Values are based on information provided by the manufacturer of the insulation.

E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. **COMPLETION OF REPAIRS, TREATMENTS, AND IMPROVEMENTS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs, treatments, and improvements (Work) prior to the Closing Date; and (ii) all required permits must be obtained, and Work must be performed by persons who are licensed to provide such Work or, if no license is required by law, are commercially engaged in the trade of providing such Work. At Buyer's election, any transferable warranties received by Seller with respect to the Work will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed Work prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete Work.

G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. **SELLER'S DISCLOSURE:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

I. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before 05/01/2015, 20 15, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

Initialed for identification by Buyer 70 KS and Seller HP Seay

TREC NO. 24-13
Created with www.bulldogforms.com

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

- A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. Leases: After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

1. Punch list interior paint and exterior stain.
2. ~~Buyer and Seller agree to the special provisions attached as Exhibit A, attached hereto and incorporated herein for all purposes.~~ *TP See below*
3. Moore-Tate Projects & Design, LLC to provide furnishings. Moore-Tate acquires all furnishings from the property located at 908 Bonham Terrace, Austin, TX 78704. All furnishing selections, furniture cleaning, moving and placement by Moore-Tate.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$0 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.
- B. ROLLBACK TAXES: If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property results in additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Subject to applicable law, any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:Zak Orth & Kathryn Schaufelberger6121 West StreetCommerce, TX 75827Telephone: (917) 334-6121 / (act) 272-6911Facsimile: ()E-mail: kath@schauelberger@gmail.comzakorth@gmail.com**To Seller at:**Moore-Tate Dirt, LPManhaca TX 7865212140 Tunnel TrailTelephone: (512) 773-4112Facsimile: ()E-mail: kerry@mooretate.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

☒ Third Party Financing Addendum for Credit Approval☐ Seller Financing Addendum☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association☐ Buyer's Temporary Residential Lease☐ Loan Assumption Addendum☐ Addendum for Sale of Other Property by Buyer☐ Addendum for Reservation of Oil, Gas and Other Minerals☐ Addendum for "Back-Up" Contract☐ Addendum for Coastal Area Property☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum☐ Seller's Temporary Residential Lease☐ Short Sale Addendum☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway☐ Addendum for Property in a Propane Gas System Service Area☐ Other (list): _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$\$100 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 5 day days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's

Attorney is: HILAH LAULUS1200 West Street, Suite 100Telephone: (512) 697-0770Facsimile: (512) 697-1910E-mail: hlaulus@hlaulus.com

Seller's

Attorney is: Julie Alexander1200 West Street, Suite 100Telephone: (512) 697-0770Facsimile: ()E-mail: jalexander@hlaulus.comInitialed for identification by Buyer 70 VS and Seller JP KGZ

TREC NO. 24-13

Created with www.tuliformstexas.com

Contract Concerning 304 West Milton

(Address of Property)

Page 8 of 9 4-28-2014

EXECUTED the 2 day of April, 2015 (EFFECTIVE DATE).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

Adam Zakary Orth

Buyer 

Kathryn Elizabeth Schaufelberger

Buyer 

Kerry Tate, Moore Tate Dftr, LP

Seller 

Dawn Moore, Moore Tate Dftr, LP

Seller 

The form of this contract has been approved by the Texas Real Estate Commission. 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 intended 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. 24-13. This form replaces TREC NO. 24-12.



Contract Concerning 304 West Milton

(Address of Property)

Page 9 of 9 4-28-2014

BROKER INFORMATION
(Print name(s) only. Do not sign)

<u>none</u>	<u>none</u>
Other Broker Firm _____ License No. _____	Listing Broker Firm _____ License No. _____
represents <input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent	represents <input type="checkbox"/> Seller and Buyer as an intermediary <input type="checkbox"/> Seller only as Seller's agent
Name of Associate's Licensed Supervisor _____ Telephone _____	Name of Associate's Licensed Supervisor _____ Telephone _____
Associate's Name _____ Telephone _____	Listing Associate's Name _____ Telephone _____
Other Broker's Address _____ Facsimile _____	Listing Broker's Office Address _____ Facsimile _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Associate's Email Address _____	Listing Associate's Email Address _____
	Selling Associate's Name _____ Telephone _____
	Name of Selling Associate's Licensed Supervisor _____ Telephone _____
	Selling Associate's Office Address _____ Facsimile _____
	City _____ State _____ Zip _____
	Selling Associate's Email Address _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____

Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☒ Contract and ☒ \$ 1,000.00 Earnest Money in the form of check
is acknowledged.
Escrow Agent: Vicky Wilhelm Gracy Title Date: 4/2/15

By: Vicky Wilhelmvicky.wilhelm@gracytitle.com
Email Address1801 South Mopac #250
AddressTelephone (512) 306-1120Austin
City

TX

State

78746

Zip

Facsimile: (512) 306-0104



2-10-2014

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM FOR CREDIT APPROVAL (Not for use with Reverse Mortgage Financing)

TO CONTRACT CONCERNING THE PROPERTY AT

304 W Milton

Austin

TX

78704

(Street Address and City)

Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain credit approval for the financing (Credit Approval). Buyer shall furnish all information and documents required by lender for Credit Approval. Credit Approval will be deemed to have been obtained when (1) the terms of the loan(s) described below are available and (2) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history. If Buyer cannot obtain Credit Approval, Buyer may give written notice to Seller within 21 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to Credit Approval. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

NOTE: Credit Approval does not include approval of lender's underwriting requirements for the Property, as specified in Paragraph 4.A.(1) of the contract.

Each note must be secured by vendor's and deed of trust liens.

CHECK APPLICABLE BOXES:

☒ A. CONVENTIONAL FINANCING:

☒ (1) A first mortgage loan in the principal amount of \$262,000 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 4.5 % per annum for the first 30 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed 1 % of the loan.

☐ (2) A second mortgage loan in the principal amount of \$_____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____ % of the loan.

☐ B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$_____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.

☐ C. FHA INSURED FINANCING: A Section _____ FHA Insured loan of not less than \$_____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____ % of the loan. As required by HUD-FHA, if FHA valuation is unknown, "It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$_____. The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the

Initialed for identification by Buyer Jo KS and Seller HP KS

TREC NO. 40-6
Created with www.builforms.com

Austin
(Address of Property)

TX

78704

maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable."

- ☐ D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$_____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____% per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____% of the loan.

VA NOTICE TO BUYER: "It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

- ☐ E. USDA GUARANTEED FINANCING: A USDA-guaranteed loan of not less than \$_____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____% per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____% of the loan.

Buyer hereby authorizes any lender to furnish to the Seller or Buyer or their representatives information relating only to the status of Credit Approval of Buyer.

Adam Zakary Orth
Buyer Adam Zakary Orth

Kerry Tate Moore Tate Dirt, L.P.
Seller Kerry Tate Moore Tate Dirt, L.P.

Kathryn Elizabeth Schaufelberger
Buyer Kathryn Elizabeth Schaufelberger

Dawn Moore, Moore Tate Dirt, L.P.
Seller Dawn Moore, Moore Tate Dirt, L.P.

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 licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended 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. 40-6. This form replaces TREC No. 40-5.

EXHIBIT 6

**Appraisal of 304 W. Milton
4/15/2015**

30700682
File No. VP29346361

APPRAISAL OF



LOCATED AT:

304 W Milon Street
Austin, TX 78704

FOR:

Pacific Union Financial
8900 Freeport Parkway, Suite 150 Irving TX 75063

BORROWER:

Adam Orth

AS OF:

April 15, 2015

BY:

Thomas Harm

Valuation Partners
Pacific Union Financial
8900 Freeport Parkway, Suite 150 Irving TX 75063

File Number: VP29346361

In accordance with your request, I have appraised the real property at:

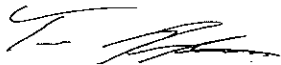
304 W Milton Street
Austin, TX 78704

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved.

In my opinion, the market value of the property as of April 15, 2015 is:

\$662,000
Six Hundred Sixty-Two Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.



Thomas Harm

Forsythe Appraisals, LLC

Uniform Residential Appraisal Report

30700682

File No. VP29346361

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 304 W Milton Street City Austin State TX Zip Code 78704
 Borrower Adam Orth Owner of Public Record More-Tate Dirt County Travis
 Legal Description E 32FT Of Lot 9 BLK B Beckers Gus F Subd
 Assessor's Parcel # 04000008140000 Tax Year 2014 R.E. Taxes \$ 6,577
 Neighborhood Name Austin Map Reference 209-D3 Census Tract 0013.05
 Occupant ☐ Owner ☒ Tenant ☐ Vacant Special Assessments \$ 0 ☐ PUD HOA \$ 0 ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client Pacific Union Financial Address 8900 Freeport Parkway, Suite 150 Irving TX 75063,
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report data source(s) used, offering price(s), and date(s). The subject is not and has not been listed on the MLS in the past 12 months.

I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 Arms length sale; The contract for sale appears to be an arms-length transaction with terms typical in the marketplace.

Contract Price \$ 662,000 Date of Contract 02/04/2015 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) Realist
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid. \$0; No financial assistance provided.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	335 Low	0	Multi-Family
Neighborhood Boundaries	Riverside to the north, The 35 to the east, Oltorf to the south, Lamar Boulevard to the west.							1,070 High	108	Commercial
								390 Pred.	51	Other Vacant
Neighborhood Description	The subject is considered a first growth ring of the Austin Suburban area. 1st Street, a local traffic artery is within three blocks and offers access to: freeways, parks, shopping, recreation and employment.									

Market Conditions (including support for the above conclusions) The subject is located in the Austin MLS marketing district.

Dimensions See Plat Map Area 3633 sf Shape Rectangle View N;Res;
 Specific Zoning Classification SF-3-NP Zoning Description Single Family Residential
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe.

Utilities Public Other (describe) Public Other (describe) Public Private
 Electricity ☒ ☐ Water ☒ ☐ Street Asphalt ☒ ☐
 Gas ☒ ☐ Sanitary Sewer ☒ ☐ Alley None ☐ ☐
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 48453C0585H FEMA Map Date 09/26/2008
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe.
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe. The subjects site has no apparent adverse site conditions or external factors affecting the subjects marketability.

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Craw Space		Foundation Walls	Conc / Avg	Floors	Carpet / Avg
# of Stories	2	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	Stucco / Avg	Walls	Drywall / Avg
Type	<input checked="" type="checkbox"/> Det <input type="checkbox"/> Att <input type="checkbox"/> S-Det/End Unit	Basement Area	0 sq. ft.	Roof Surface	Conc. Tile / Avg	Trim/Finish	Wood / Avg
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	0 %	Gutters & Downspouts	Metal / Avg	Bath Floor	Tile / Avg
Design (Style)	Modern	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type	Slider / Avg	Bath Wainscot	Tile / Avg
Year Built	2015	Evidence of <input type="checkbox"/> Infestation		Storm Sash/Insulated	None	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs)	0	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	Yes / Avg	<input checked="" type="checkbox"/> Driveway	# of Cars 2
Attic	<input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant		Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs		<input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas		Fireplace(s) # 0	<input checked="" type="checkbox"/> Fence Wood	<input type="checkbox"/> Garage	# of Cars 0
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle		Cooling <input checked="" type="checkbox"/> Central Air Conditioning		<input checked="" type="checkbox"/> Patio/Deck COVER	<input type="checkbox"/> Porch None	<input type="checkbox"/> Carport	# of Cars 0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated		<input type="checkbox"/> Individual <input type="checkbox"/> Other		<input type="checkbox"/> Pool None	<input type="checkbox"/> Other None	<input type="checkbox"/> Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in
Appliances	<input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)						
Finished area above grade contains:	4 Rooms	2 Bedrooms	2.1 Bath(s)	1,967 Square Feet of Gross Living Area Above Grade			
Additional features (special energy efficient items, etc.).	See Comments Below						

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C2; No updates in the prior 15 years; The subject property has received average maintenance and is not in need of any immediate repairs. The subject has the following features: Granite counters, breakfast bar, built in stainless steel appliances.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe. There are no readily observable items that were considered to be a physical deficiency. The appraiser is not qualified to determine if the conditions affect the livability, soundness, or structural integrity of the property.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe. The subject does conform to the surrounding homes in the area. There are no observed functional or external obsolescence.

Forsythe Appraisals, LLC

Uniform Residential Appraisal Report

30700682

File No. VP29346361

There are 29 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 575,000 to \$ 1,200,000	
There are 62 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 335,000 to \$ 1,070,000	
FEATURE	SUBJECT
304 W Milton Street Address Austin, TX 78704	1207 E Live Oak Austin, TX 78704
Proximity to Subject	1.01 miles SE
Sale Price	\$ 662,000
Sale Price/Gross Liv. Area	\$ 336.55 sq. ft.
Data Source(s)	Arbor #5195149;DOM 5
Verification Source(s)	Arbor/Realist
VALUE ADJUSTMENTS	DESCRIPTION
Sale or Financing	Armlth
Concessions	Conv;0
Date of Sale/Time	s04/15;c03/15
Location	N;Res;
Leasehold/Fee Simple	Fee Simple
Site	3633 sf
View	N;Res;
Design (Style)	DT2;Modern
Quality of Construction	Q3
Actual Age	0
Condition	C2
Above Grade	Total Bdrms Baths
Room Count	4 2 2.1
Gross Living Area 50	1,967 sq. ft.
Basement & Finished	0sf
Rooms Below Grade	0sf
Functional Utility	Average
Heating/Cooling	FAU/CAC
Energy Efficient Items	None
Garage/Carport	None
Porch/Patio/Deck	Porch/Patio
Net Adjustment (Total)	\$ 22,400
Adjusted Sale Price	\$ 627,600
Of Comparables	
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data source(s) Arbor/Realist	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data source(s) Arbor/Realist	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	02/26/2014
Price of Prior Sale/Transfer	\$225,000
Data Source(s)	Arbor / Realist
Effective Date of Data Source(s)	04/15/2015
Analysis of prior sale or transfer history of the subject property and comparable sales There were no prior sales or transfers of the comparables in the past 12 months. The subject sold on 02/26/2014 for \$225,000. It appears to have been an arms length market transaction.	
Summary of Sales Comparison Approach. The subject and all comparables have typical lot sizes for the area and site adjustments are not appropriate per paired sales analysis. Per MLs research/ Paired sales analysis Modern designs appears more desirable and comparables without a modern design have been adjusted accordingly. Per MLS research the does not appear to be a value difference between a new and a slightly used home. Any difference in condition is taken into consideration in the age adjustments. All comparables have meaningful attributes and were all considered in the value opinion. They provide an adjusted price range from \$627,600 to \$732,400. Comparable #2 was given the most weight due to that it is a 2 bedroom home and it appears to be in similar condition as the subject. Comparables #1 and #5 were given secondary consideration due to that they are more recent sales. The purchase price falls within the adjusted price range and is felt to be the most logical value conclusion.	
Indicated Value by Sales Comparison Approach \$ 662,000	
Indicated Value by: Sales Comparison Approach \$ 662,000 Cost Approach (if developed) \$ 553,900 Income Approach (if developed) \$	
The sales comparison approach is the most relevant analysis in this assignment and the appraiser has determined that there is sufficient information to develop a credible opinion of value by this approach alone. For this reason, the income approach has not been considered. The cost approach has been developed as a supporting analysis.	
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: The appraisal is being made "as is." No liability is assumed for the structural or mechanical elements of the property.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 662,000 as of 04/15/2015, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

30700682

File No. VP29346361

Subject Property Identification:

The appraiser has viewed all readily accessible areas of the dwelling (and any other building structure located on the property). This complete visual inspection is not intended to be the same depth or for the same purpose as a home inspection. The appraiser has viewed the property solely for valuation purposes and to observe property characteristics that a typical purchaser would consider in their decision making process, as well as those items outlined in the assumptions and limited conditions and certification to this appraisal. Personal property was not included in the appraised value.

Sources of Information:

The appraisal is based on the information gathered from public records; viewing of the subject property, neighborhood and comparable properties; and other sources specifically identified in this report. When conflicting information has been discovered, the sources deemed most reliable have been used.

Intended Users:

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a retrospective estimate of market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

I have no current or prospective interest in the subject property or the parties involved; no services were performed by the appraiser within the 3-year period immediately preceding acceptance of this assignment, as an appraiser or in any capacity.

I certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, or any other party to the transaction.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Land Sale 700 Jewell Street MLS#6263915 was used for the opinion of site value.

ESTIMATED	<input type="checkbox"/> REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	270,000
Source of cost data	BlueBook AppraiserBASE		Dwelling	1,967 Sq. Ft. @ \$	124..... = \$ 243,908
Quality rating from cost service	Designer	Effective date of cost data	Sq. Ft. @ \$	Q..... = \$	0
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Porch+Deck+Patio				20,000
Cost estimates were derived from construction contracts, building contractors, and office files. The site value as vacant is based on market trends. Physical Depreciation reflects physical wear and is based on age/life method with a total economic life of 100 years. If new construction, Physical Depreciation does not apply. The subject's land to value ratio is over 30% and is typical for the immediate market area.	Garage/Carport 0		Sq. Ft. @ \$	Q..... = \$	0
	Total Estimate of Cost-New				= \$ 263,908
	Less	100 Physical Functional External			
		Depreciation \$0			= \$(0)
	Depreciated Cost of Improvements				= \$ 263,908
	"As-is" Value of Site Improvements				= \$ 20,000
Estimated Remaining Economic Life (HUD and VA only)	100 Years		INDICATED VALUE BY COST APPROACH	= \$	553,900

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

30700682

File No. VP29346361

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

30700682
File No. VP29346361**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

Uniform Residential Appraisal Report

30700682

File No. VP29346361

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.


24. defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Thomas Harm
 Company Name Forsythe Appraisals, LLC
 Company Address _____
Austin, TX 78701
 Telephone Number (877) 602-1928
 Email Address ordsat@sat.forsytheappraisals.com
 Date of Signature and Report 04/22/2015
 Effective Date of Appraisal 04/15/2015
 State Certification # 1360247
 or State License # _____
 or Other (describe) _____ State # _____
 State TX
 Expiration Date of Certification or License 10/31/2015

ADDRESS OF PROPERTY APPRAISED

304 W Milton Street
Austin, TX 78704

APPRAISED VALUE OF SUBJECT PROPERTY \$ 662,000

LENDER/CLIENT

Name Valuation Partners
 Company Name Pacific Union Financial
 Company Address 8900 Freeport Parkway, Suite 150
Irving, TX 75063
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

30700682

File No. VP29346361

SALES COMPARISON APPROACH

Uniform Residential Appraisal Report

30700682

File No. VP29346361

FEATURE		SUBJECT		COMPARABLE SALE NO. 7		COMPARABLE SALE NO. 8		COMPARABLE SALE NO. 9	
304 W Milton Street Address Austin, TX 78704		703 W Live Oak St Austin, TX 78704							
Proximity to Subject		0.69 miles SSE							
Sale Price		\$ 662,000		\$ 895,000					
Sale Price/Gross Liv. Area		\$ 336.55 sq. ft.		\$ 431.74 sq. ft.		\$ sq. ft.		\$ sq. ft.	
Data Source(s)		Arbor #3566068;DOM 251							
Verification Source(s)		Arbor/Realist							
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sale or Financing		Listing		:0					
Concessions		Active							
Date of Sale/Time		N;Res;		N;Res;					
Location		Fee Simple		Fee Simple					
Leasehold/Fee Simple		3633 sf		5663 sf		0			
Site		N;Res;		N;Res;					
View		DT2;Modern		DT2;Modern					
Design (Style)		Q3		Q3					
Quality of Construction		0		1		0			
Actual Age		C2		C1		0			
Condition		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Above Grade		4 2 2.1		6 3 2.1					
Room Count		1,987 sq. ft.		2,073 sq. ft.		-5,300 sq. ft.			
Gross Living Area 50		0sf		0sf					
Basement & Finished Rooms Below Grade		Average		Average					
Functional Utility		FAU/CAC		FAU/CAC					
Heating/Cooling		None		None					
Energy Efficient Items		None		3gd		-9,000			
Garage/Carport		Porch/Patio		Porch/Patio					
Porch/Patio/Deck									
Net Adjustment (Total)		[] + [X] - \$ 19,300		[] + [] - \$					
Adjusted Sale Price of Comparables		Net Adj. -2.2% Gross Adj. 2.2% \$ 875,700		Net Adj. 0.0% Gross Adj. 0.0% \$					
ITEM		SUBJECT		COMPARABLE SALE NO. 7		COMPARABLE SALE NO. 8		COMPARABLE SALE NO. 9	
Date of Prior Sale/Transfer		02/26/2014							
Price of Prior Sale/Transfer		\$225,000							
Data Source(s)		Arbor / Realist		Arbor / Realist					
Effective Date of Data Source(s)		04/15/2015		04/15/2015					
Summary of Sales Comparison Approach									

Uniform Appraisal Dataset Definitions

30700682

File No. VP29346361

Condition Ratings and Definitions

C1 The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2 The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3 The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4 The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5 The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6 The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1 Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2 Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3 Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled**Not Updated**

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating. If no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.

Abbreviations Used in Data Standardization Text

Abbrev.	Full Name	Appropriate Fields	Abbrev.	Full Name	Appropriate Fields
ac	Acre	Area, Site	in	Interior Only Stairs	Basement & Finished Rooms Below Grade
AdjPrk	Adjacent to Park	Location	Lndfl	Landfill	Location
AdjPwr	Adjacent to Power Lines	Location	LtdSght	Limited Sight	View
A	Adverse	Location & View	Listing	Listing	Sale or Financing Concessions
ArmLth	Arms Length Sale	Sale or Financing Concessions	M/R	Mid-Rise Structure	Design(Style)
AT	Attached Structure	Design(Style)	Mtn	Mountain View	View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade	N	Neutral	Location & View
br	Bedroom	Basement & Finished Rooms Below Grade	NonArm	Non-Arms Length Sale	Sale or Financing Concessions
B	Beneficial	Location & View	o	Open	Garage/Carport
BsyRd	Busy Road	Location	o	Other	Basement & Finished Rooms Below Grade
cp	Carport	Garage/Carport	O	Other	Design(Style)
Cash	Cash	Sale or Financing Concessions	Prk	Park View	View
CtySky	City View Skyline View	View	Pstul	Pastoral View	View
CtyStr	City Street View	View	PwrLn	Power Lines	View
Comm	Commercial Influence	Location	PubTrn	Public Transportation	Location
c	Contracted Date	Date of Sale/Time	rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Conv	Conventional	Sale or Financing Concessions	Relo	Relocation Sale	Sale or Financing Concessions
cv	Covered	Garage/Carport	REO	REO Sale	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concessions	Res	Residential	Location & View
DOM	Days On Market	Data Sources	RT	Row or Townhouse	Design(Style)
DT	Detached Structure	Design(Style)	RH	Rural Housing - USDA	Sale or Financing Concessions
dw	Driveway	Garage/Carport	SD	Semi-detached Structure	Design(Style)
Estate	Estate Sale	Sale or Financing Concessions	s	Settlement Date	Date of Sale/Time
e	Expiration Date	Date of Sale/Time	Short	Short Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions	sf	Square Feet	Area, Site, Basement
g	Garage	Garage/Carport	sqm	Square Meters	Area, Site, Basement
ga	Garage - Attached	Garage/Carport	Unk	Unknown	Date of Sale/Time
gbl	Garage - Built-in	Garage/Carport	VA	Veterans Administration	Sale or Financing Concessions
gd	Garage - Detached	Garage/Carport	wo	Walk Out Basement	Basement & Finished Rooms Below Grade
GR	Garden Structure	Design(Style)	wu	Walk Up Basement	Basement & Finished Rooms Below Grade
GlfCse	Golf Course	Location	WvFr	Water Frontage	Location
Glfvw	Golf Course View	View	Wtr	Water View	View
HR	High Rise Structure	Design(Style)	w	Withdrawn Date	Date of Sale/Time
Ind	Industrial	Location & View	Woods	Woods View	View

Other Appraiser-Defined Abbreviations

[illegible]

ADDENDUM

Borrower: Adam Orth		File No.: VP29346361
Property Address: 304 W Milton Street		Case No.: 30700682
City: Austin	State: TX	Zip: 78704
Lender: Pacific Union Financial		

Farm List / My Comparable Search Criteria

My Comparable research criteria (which is the data found in the 1004MC) consisted of properties that are within 500 sf +/-, which sold in the past 12 months and are located in the subject's immediate neighborhood boundaries as identified on page 1. All styles and designs were included in this search. My comparable research did not include any sales price or value parameters.

Photos:

I acknowledge the photo requirements and attest that I provided original photos for the following:

- Subject front, rear, both sides and street.
- Physical deterioration (if warranted / reported / observed)
- Recent updates, remodeling, renovation (if warranted / reported / observed)
- Kitchen and all baths.
- Main living areas.
- Each of the gridded comparables.
- Aerial photo via satellite.

If there was any unavoidable circumstances that required use of a non-original photo, such as using an M.S. photo, or re-use of an out of season file photo, if it is explained below. Comparable #5 is an M.S. photo. It was included due to that at the time of inspection the photo taken was corrupted/deleted. The appraiser has seen the comparable from the street.

Sketch:

I attest that I reviewed my sketch and validated that:

- The bedrooms and baths listed are consistent with what is reported in the appraisal report
- All photos and porches are included and labeled to be either open, covered or enclosed, and include their dimensions.

Additional CommentsSCOPE OF WORKSubject Property Identification:

The appraiser has viewed all readily accessible areas of the dwelling (and any other building structure located on the property). This complete visual inspection is not intended to be the same depth or for the same purpose as a home inspection. The appraiser has viewed the property solely for valuation purposes and to observe property characteristics that a typical purchaser would consider in their decision making process, as well as those items outlined in the assumptions and limited conditions and certification to this appraisal. Personal property was not included in the appraised value.

Sources of Information:

The appraisal is based on the information gathered from public records; viewing of the subject property, neighborhood and comparable properties; and other sources specifically identified in this report. When conflicting information has been discovered, the sources deemed most reliable have been used.

At the request of the client, this appraisal report has been prepared in compliance with the Uniform Appraisal Dataset (UAD) from Fannie Mae and Freddie Mac. The UAD requires the appraiser to use standardized responses that include specific formats, definitions, abbreviations, and acronyms. The appraiser attempted to obtain an adequate amount of information in the normal course of business regarding the subject and comparable properties. Some of the standardized responses required by the UAD, especially those in which the appraiser has not had the opportunity to verify personally or measure, could mistakenly imply greater precision and reliability in the data than is factually correct or typical in the normal course of business. Examples include condition and quality ratings as well as comparable sales and listing data. Not every element of the subject property was viewable (list if necessary) and comparable property data was generally obtained from third-party sources (list sources). Consequently, this information should be considered an "estimate" unless otherwise noted by the appraiser.

Additional Appraiser Certification

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

FIRREA Certification Statement:

The appraiser certifies and agrees that this appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

Appraiser Independence Statement:

No, employee, director, officer or agent of the lender, or any other third party acting as a joint venture partner, independent contractor, appraisal management company, or partner on behalf of the lender has influenced or attempted to influence the development, reporting, result or review of this assignment through coercion, extortion, collusion, compensation, instruction, inducement, intimidation, bribery or in any other manner. I have not been contacted by anyone other than the intended user (lender/client as identified on the first page of the report), borrower, or designated contact to make an appointment to enter the property. I agree to immediately report any unauthorized contacts either personally by phone or electronically to the client.

INTENDED USERS

The intended User of this appraisal report is the Lender/Client. The intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

SUBJECT SECTIONLegal Description

-The legal description as shown on pg. 1 of the report is the complete description as found in the county tax appraisal district website.

Occupancy/Utilities

-At the time of inspection the subject property was occupied and all utilities were on and functioning.

Subject Address

-Please note that the subject address utilized in this report conforms to the formatting of the USPS website.

EXPOSURE TIME

-A reasonable exposure time for the subject property at the opinion of value indicated is estimated to be the same as the marketing time reported in the neighborhood section on page one of this report.

SITE SECTIONSite Dimensions

ADDENDUM

Borrower: Adam Orth		File No.: VP29346361
Property Address: 304 W Milton Street		Case No.: 30700682
City: Austin	State: TX	Zip: 78704
Lender: Pacific Union Financial		

-The subject's actual dimensions are not available in the normal course of business. A plat map has been included as supplement in this report.

Site / Accessibility

-The Subject property is accessible year round in all types of weather conditions.

Agricultural Exemptions Comment

There are no agricultural exemptions on the subject property. There is no agricultural activity or incentives in this area.

Subject Aerial Photo

An aerial photo of the subject has been provided in this report. It can be found on extra map page #1.

Energy Efficient Items Comments

The subject has typical energy efficient items for this neighborhood and "none" in the sales grid is to imply that there are no special energy efficient features which exceed the norm for the area that would specifically contribute measurable value.

The subject is a new home. However there appears to be a tenant/someone living in the home. For this reason the subject is considered a C2 condition.

Per Client request the cost approach has been developed. Cost estimates were gathered/generated from the BlueBook AppraiserBASE Default Setting. The appraiser used Land Sale 700 Jewell Street M.S.#6263915 for the land estimate. The Porch+Deck+Patio was estimated at \$20,000 based on the experience of this appraiser. As is value of site improvement was estimated at \$20,000 based on the experience of this appraiser. The Porch+Deck+Patio and As is value of site improvement are Estimates based on the experience of this appraiser and not from any other source of information. All other information in this section was generated from the blue book program.(not the appraiser) This appraiser is not a contractor and is not an expert in construction costs. For a more accurate detailing of the cost estimates is is strongly recommend you seek a contractor. The cost approach is often hard to develop with credible results. For example difficulty in determining depreciation, cheaper costs due to larger volume of homes being built at the same time, and difficulty determining land values without land sales. For this reason the cost approach was given no weight in the final opinion of value.

The value difference from the subjects previous sale is felt to be due to that the house was torn down and a new house was built.

04/22/2015

Although the final opinion of value is higher than the predominant value for the neighborhood, the subject is not considered to be over built or atypical for its neighborhood. It does not have and adverse affect on the subject's marketability.

Per client request the subject does not have a carbon monoxide detector installed. A carbon monoxide detector is not required in the state of Texas.

Forsythe Appraisals, LLC

Market Conditions Addendum to the Appraisal Report

30700682

File No. VP29346361

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 304 W Milton Street

City Austin

State TX

Zip Code 78704

Borrower Adam Orth

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	31	17	14	Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	5.17	5.67	4.67	Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings			29	Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab. Rate)			6.21	Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	668,000	718,000	680,000	Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	17	17	6	Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price			740,000	Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market			50	Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	99.00%	99.00%	99.00%	Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller (developer, builder, etc.) paid financial assistance prevalent?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.):

From the experience of this appraiser, 1 to 3 seller paid points is typical for the area. Seller concessions largely go unreported in MLS and exact data is not attainable.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties):

Per MLS research, REO sales are not prevalent in this market. Due to limitations on MLS search capabilities, an exact number of REO sales is not available.

Cite data sources for above information. MLS

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Supply and demand are felt to be in balance. Property values appear to be relatively stable with typical fluctuations from quarter to quarter. Typical marketing times are under 90 days. Average list to sale price ratio for the comparables above is about 99+%.

*The median comparable sales price as % of list price is provided through our local MLS as a feature of sold data which is available in time segments as requested; however, listing data cannot be obtained in time framed segments requested by the 1004MC. The listing information is supplied as of the current day only.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature

Name Thomas Harm

Company Name Forsythe Appraisals, LLC

Company Address

Austin, TX 78701

State License/Certification # 1360247

State TX

Email Address ordsat@sat.forsytheappraisals.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Name

Company Name

Company Address

State License/Certification #

State

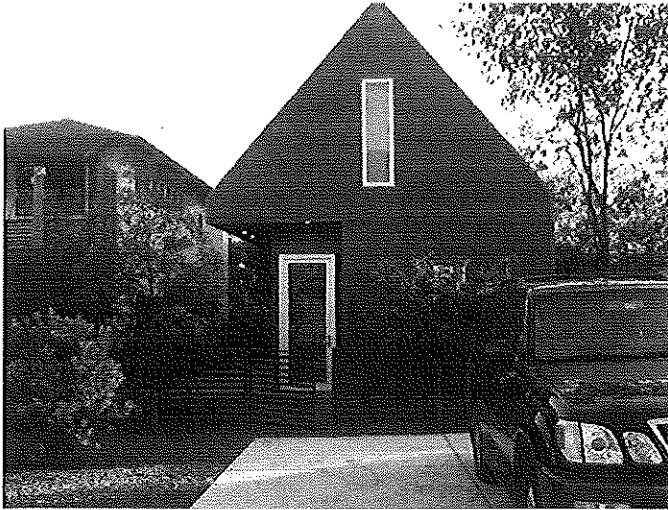
Email Address

GROSS BUILDING AREA (GBA)		<u>1,967</u>	
GROSS LIVING AREA (GLA)		<u>1,967</u>	
Area(s)	Area	% of GLA	% of GBA
Living	<u>1,967</u>		<u>100.00</u>
Level 1	<u>1,291</u>	<u>65.63</u>	<u>65.63</u>
Level 2	<u>676</u>	<u>34.37</u>	<u>34.37</u>
Level 3	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Other	<u>0</u>	<u>0.00</u>	<u>0.00</u>
GBA			
Basement	<input type="checkbox"/>		
Garage	<input type="checkbox"/>		
	<input type="checkbox"/>		

[illegible]

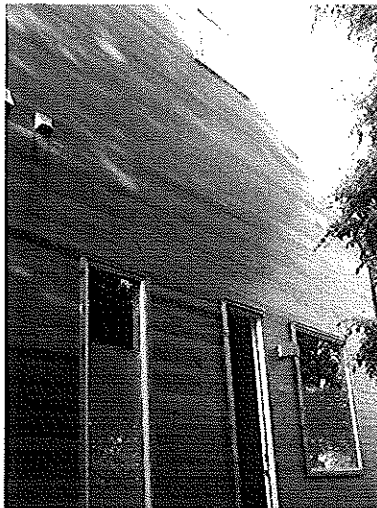
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Adam Orth	File No.: VP29346361
Property Address: 304 W Milton Street	Case No.: 30700682
City: Austin	State: TX Zip: 78704
Lender: Pacific Union Financial	

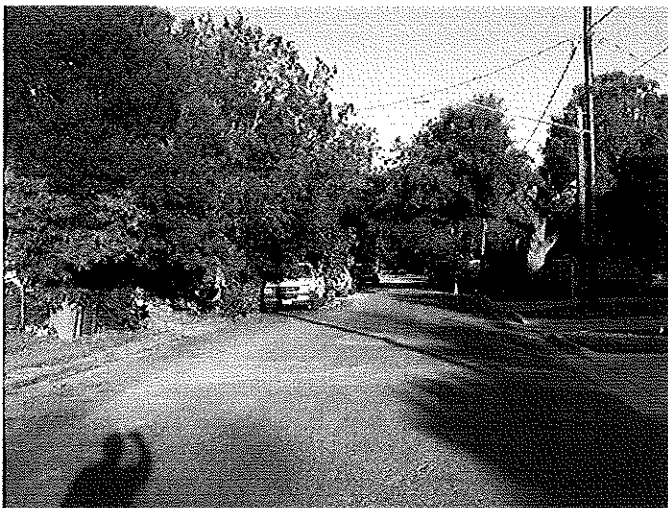


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: April 15, 2015
Appraised Value: \$ 662,000



REAR VIEW OF
SUBJECT PROPERTY



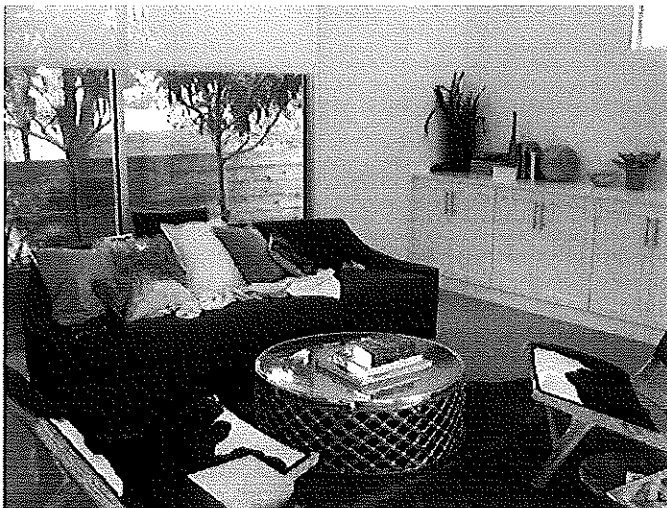
STREET SCENE

INTERIOR PHOTOS

Borrower: Adam Orth	File No.: VP29346361
Property Address: 304 W Milton Street	Case No.: 30700682
City: Austin	State: TX Zip: 78704
Lender: Pacific Union Financial	

**Kitchen**

Comment:

**Living Area**Description:
Living Room

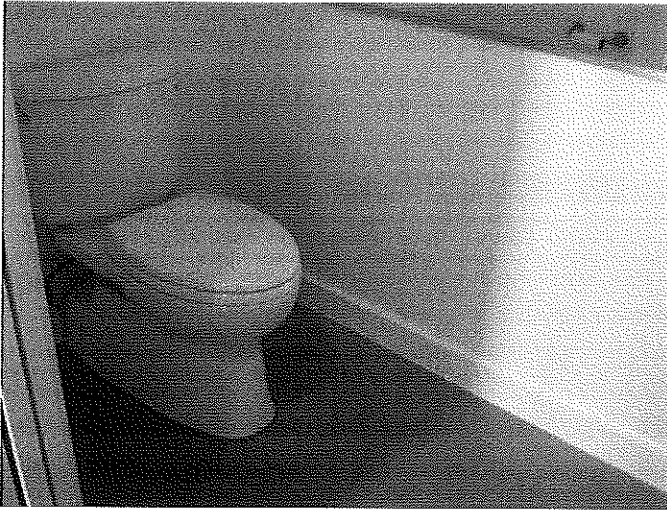
Comment:

**Bathroom**Description:
Bathroom

Comment:

BATHROOM PHOTOS

Borrower: Adam Orth	File No.: VP29346361
Property Address: 304 W Milton Street	Case No.: 30700682
City: Austin	State: TX Zip: 78704
Lender: Pacific Union Financial	



Bathroom 1/2

Comment:



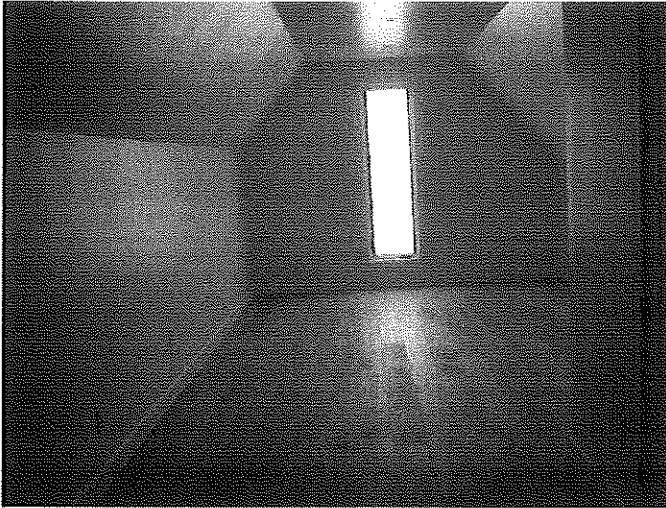
Bathroom

Comment:

Comment:

INTERIOR PHOTOS

Borrower: Adam Orth		File No.: VP29346361
Property Address: 304 W Milton Street		Case No.: 30700682
City: Austin	State: TX	Zip: 78704
Lender: Pacific Union Financial		



Bedroom

Comment:



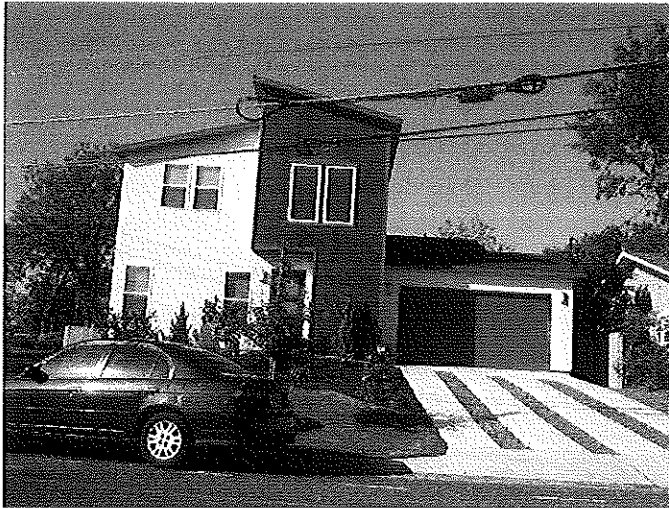
Bedroom

Comment:

Comment:

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Adam Orth	File No.: VP29346361
Property Address: 304 W Milton Street	Case No.: 30700682
City: Austin	State: TX Zip: 78704
Lender: Pacific Union Financial	



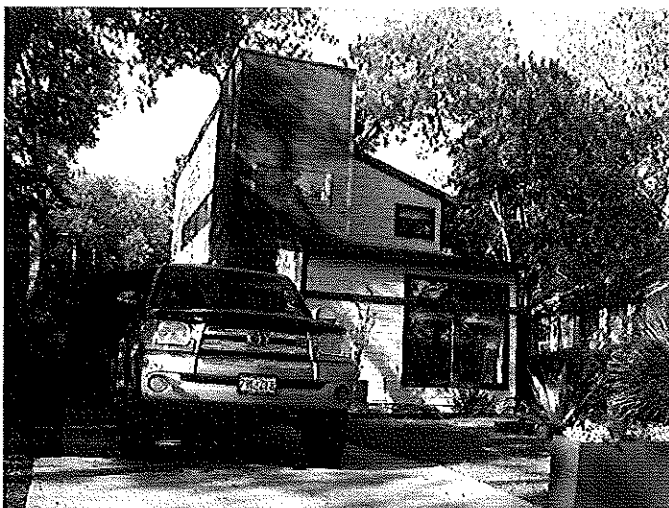
COMPARABLE SALE #1

1207 E Live Oak
Austin, TX 78704
Sale Date: s04/15;c03/15
Sale Price: \$ 650,000



COMPARABLE SALE #2

613 W Live Oak
Austin, TX 78704
Sale Date: s09/14;c08/14
Sale Price: \$ 699,000

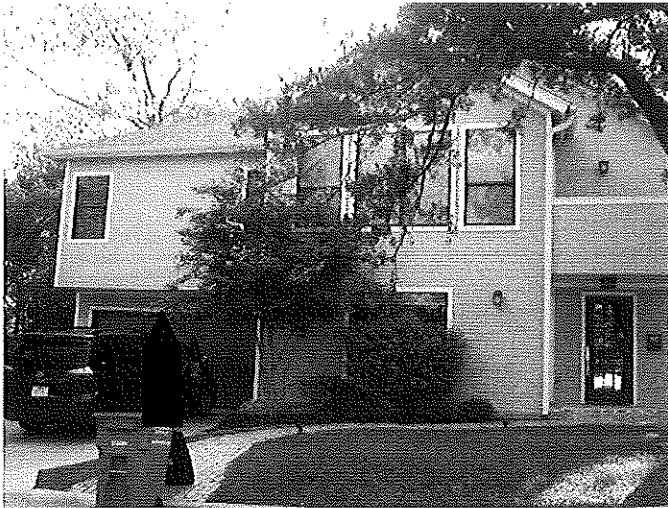


COMPARABLE SALE #3

613 W Johana Street
Austin, TX 78704
Sale Date: s06/14;c06/14
Sale Price: \$ 737,000

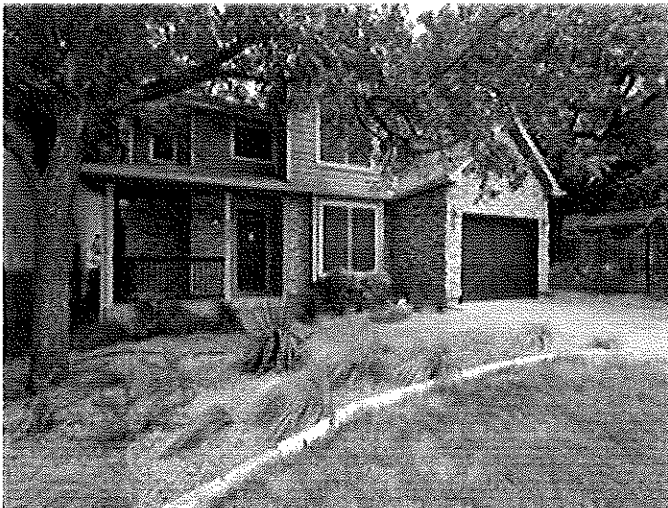
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Adam Orth	File No.: VP29346361
Property Address: 304 W Milton Street	Case No.: 30700682
City: Austin	State: TX Zip: 78704
Lender: Pacific Union Financial	



COMPARABLE SALE #4

1509 Kenwood Avenue
Austin, TX 78704
Sale Date: s08/14;c08/14
Sale Price: \$ 655,000



COMPARABLE SALE #5

414 Crockett Street
Austin, TX 78704
Sale Date: s11/14;c11/14
Sale Price: \$ 640,000



COMPARABLE SALE #6

2317 S 3rd Street
Austin, TX 78704
Sale Date: Active
Sale Price: \$ 699,900

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Adam Orth	File No.: VP29346361
Property Address: 304 W Milton Street	Case No.: 30700682
City: Austin	State: TX Zip: 78704
Lender: Pacific Union Financial	



COMPARABLE SALE #7

703 W Live Oak St
Austin, TX 78704
Sale Date: Active
Sale Price: \$ 895,000

COMPARABLE SALE #8

Sale Date:
Sale Price: \$

COMPARABLE SALE #9

Sale Date:
Sale Price: \$

Borrower: Adam Orth		File No.: VP29346361
Property Address: 304 W Milton Street		Case No.: 30700682
City: Austin	State: TX	Zip: 78704
Lender: Pacific Union Financial		



Street



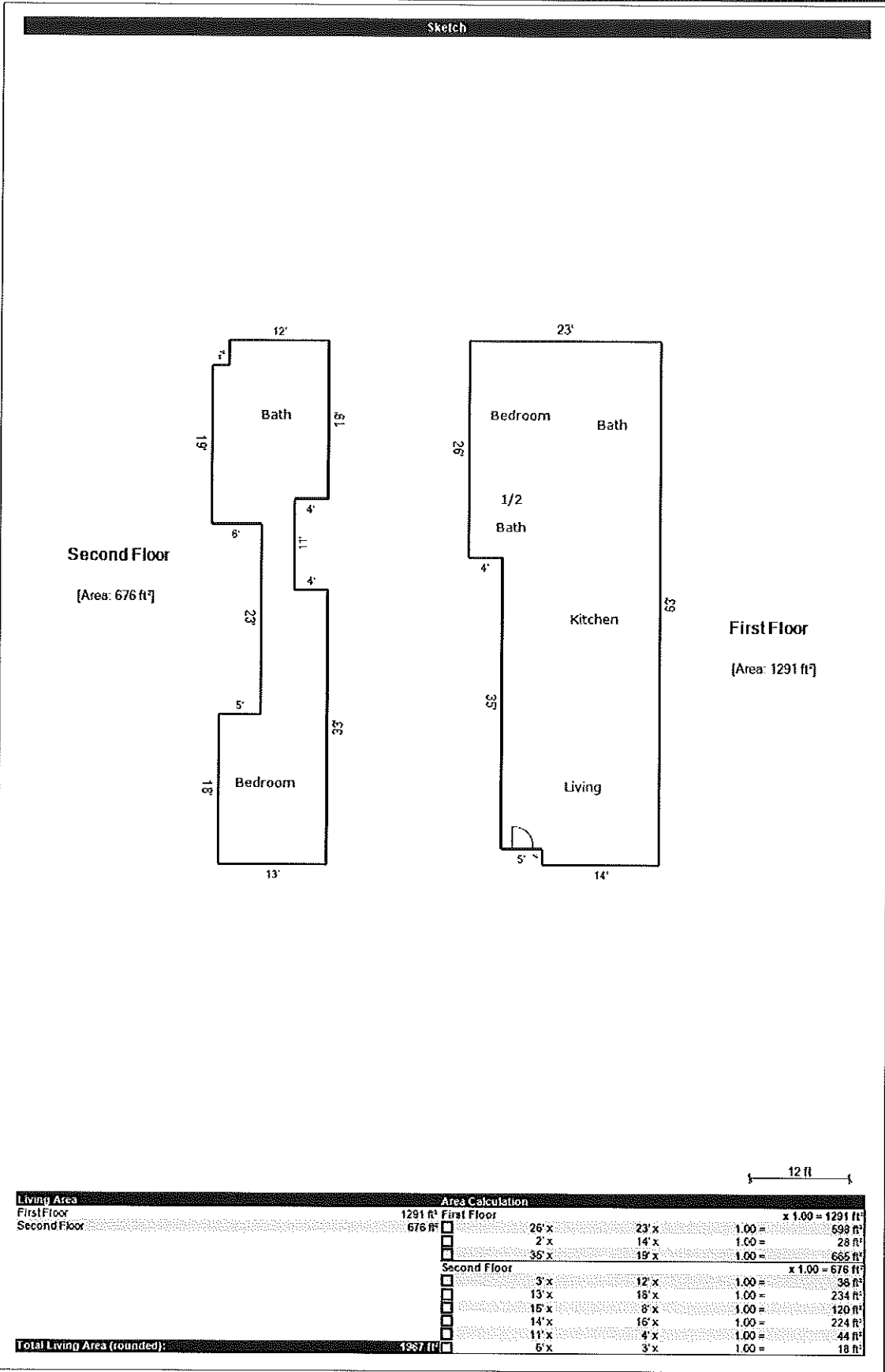
Side



Side

FLOORPLAN SKETCH

Borrower: Adam Orth	File No.: VP29346361
Property Address: 304 W Milton Street	Case No.: 30700682
City: Austin	State: TX
Lender: Pacific Union Financial	Zip: 78704



PLAT MAP

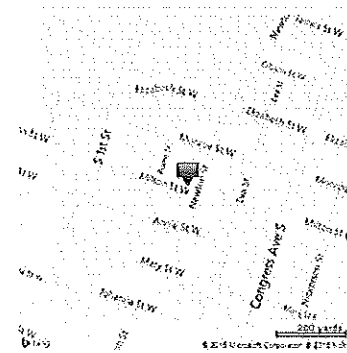
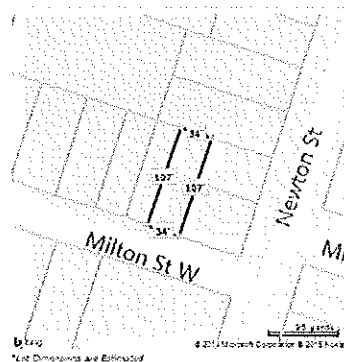
Borrower: Adam Orth		File No.: VP29346361
Property Address: 304 W Milton Street		Case No.: 30700682
City: Austin	State: TX	Zip: 78704
Lender: Pacific Union Financial		

304 W Milton St, Austin, TX 78704-3018, Travis County



Property Detail | Comparables | Market Trends | Neighbors | Neighborhood Profile | Assessor Map | Flood Map | Building Sketch | Mortgage Code | Construction | Remarks

Property Map



LOCATION MAP

Borrower: Adam Orth

File No.: VP29346361

Property Address: 304 W Milton Street

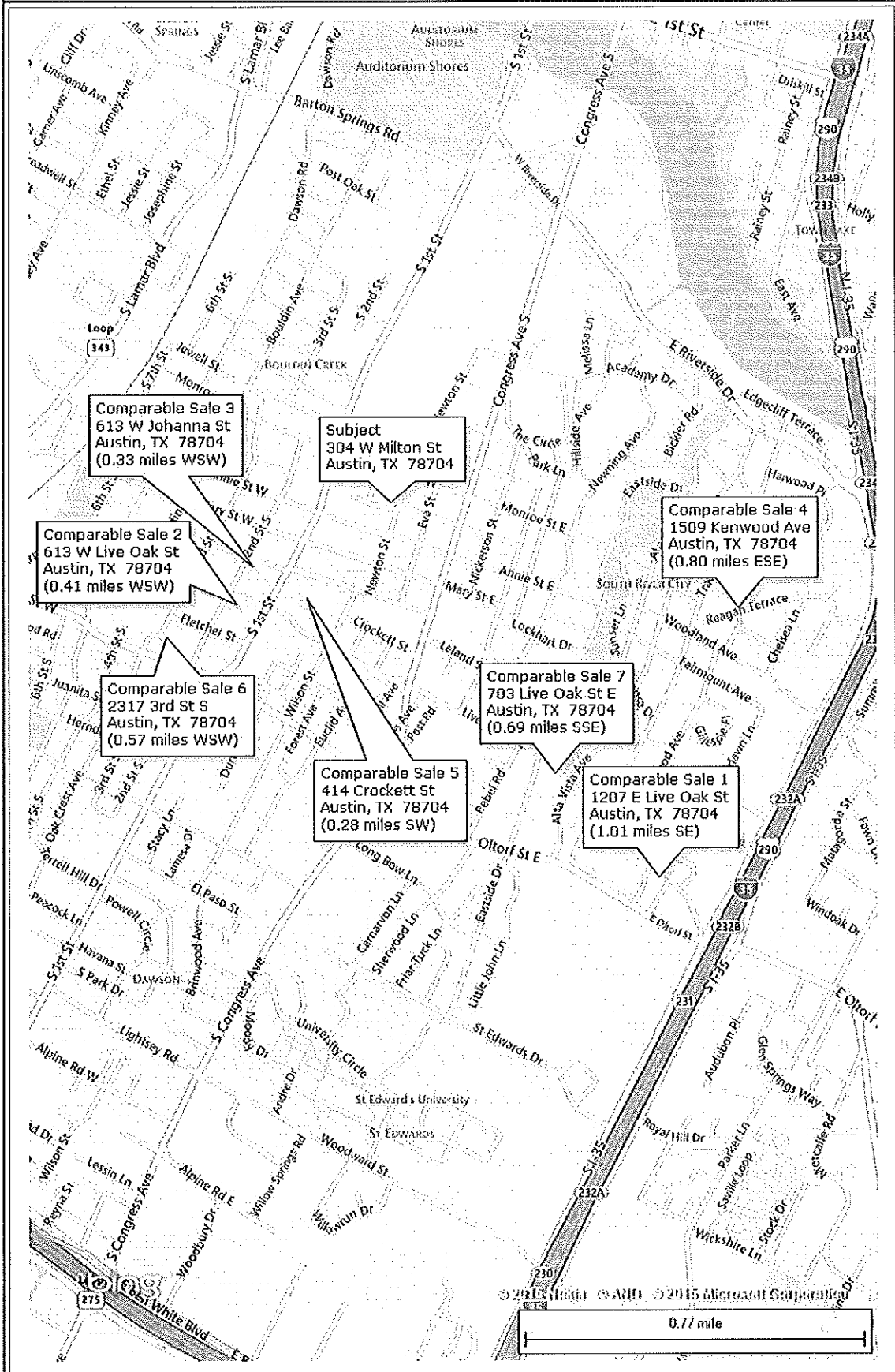
Case No.: 30700682

City: Austin

State: TX

Zip: 78704

Lender: Pacific Union Financial



Forsythe Appraisals, LLC

Borrower: Adam Orth

File No.: VP29346361

Property Address: 304 W Milton Street

Case No.: 30700682

City: Austin

State: TX

Zip: 78704

Lender: Pacific Union Financial



Borrower: Adam Orth

File No.: VP28346361

Property Address: 304 W Milton Street

Case No.: 30700682

City: Austin

State: TX

Zip: 78704

Lender: Pacific Union Financial

You may wish to laminate the pocket identification card to preserve it.

THOMAS MATTHEW HARM
6316 CARLTON WAY APT 7
LOS ANGELES, CA 90028

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, TX 78711-2188
www.tlcb.texas.gov
(512) 595-3061
Fax (512) 595-3399

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified Residential Real Estate Appraiser

Number: TX 1360247 R

Issued: 10/22/2013

Expires: 10/31/2015

Appraiser: THOMAS MATTHEW HARM

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified Residential Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified Residential Real Estate Appraiser

Number: TX 1360247 R

Issued: 10/22/2013

Expires: 10/31/2015

Appraiser: THOMAS MATTHEW HARM

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified Residential Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

Borrower: Adam Orth
 Property Address: 304 W Milton Street
 City: Austin
 Lender: Pacific Union Financial

File No.: VP29346361
 Case No.: 30700682
 State: TX
 Zip: 78704



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 12/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
 Corporate 4 Insurance Agency Inc.
 7225 Metro Boulevard

CONTACT NAME: Robert Leitschuh
 PHONE: (952) 893-9218
 FAX: (952) 893-9107
 E-MAIL: RLeitschuh@corporate4.com

Edina MN 55439-2133

INSURED:
 Forsythe Appraisals, LLC
 222 E Little Canada Rd

St. Paul MN 55117

INSURER'S AFFORDING COVERAGE	NAIC #
INSURER A: Hudson Specialty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES: CERTIFICATE NUMBER: EC 2014 EC Forsythe REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	COVERAGE	POLICY NUMBER	START DATE (MM/DD/YYYY)	END DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS MADE	<input type="checkbox"/> COGN				UNLTD TO RETD
						MG EXP (day and hours)
						PERSONAL & ADV INURY
AUTOMOBILE LIABILITY	ANY AUTO					UNLTD TO RETD
	ALL OTHER AUTOS	<input type="checkbox"/> SCHEDULED				BODILY INJURY (PERSONAL)
	HIRING AUTO	<input type="checkbox"/> UNLTD TO RETD				BODILY INJURY (PERSONAL)
						PROPERTY DAMAGE
UMBRELLA LIA	EXCESS D&B	<input type="checkbox"/> COGN				EACH OCCURRENCE \$
		<input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	DEF	<input type="checkbox"/> RETENTION \$				\$
						\$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	ANY POLICY OR CONTRACTS COGNITIVE	<input type="checkbox"/> N/A				1. EACH ACCIDENT \$
	ANY POLICY OR CONTRACTS COGNITIVE	<input type="checkbox"/> N/A				2. EACH ACCIDENT \$
	ANY POLICY OR CONTRACTS COGNITIVE	<input type="checkbox"/> N/A				3. DISEASE - EA EMPLOYEE \$
	ANY POLICY OR CONTRACTS COGNITIVE	<input type="checkbox"/> N/A				4. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Policy		800211747	12/31/2014	12/31/2015	\$1,000,000 aggregate per \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS (LOCATION / VEHICLES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Leitschuh/CLU

ACORD 26 (2010/06)
 INS 025 02/06/07

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.

FLOOD MAP

Borrower: Adam Orth
 Property Address: 304 W Milton Street
 City: Austin
 Lender: Pacific Union Financial

File No.: VP29346361
 Case No.: 30700682
 State: TX
 Zip: 78704



FLOOD INFORMATION

Community: CITY OF AUSTIN
 Property is NOT in a FEMA Special Flood Hazard Area
 Map Number: 48453C0585H
 Panel: 0585H
 Zone: X
 Map Date: 09-26-2008
 FIPS: 48453
 Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area -- High Risk
- = Moderate and Minimal Risk Areas
- Road View:
 - = Forest
 - = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

Rating: Pass

Review Master: Valuation Partners PAR

File No.VP29346361

Warnings - These items may be incorrect and require your review.

- 1004_05UAD - SALES COMPARISON APPROACH - Subject Age - is 0 (zero), but condition rating is indicated other than C1. (ref. FNM0188)
- 1004_05UAD - SALES COMPARISON APPROACH - Site Size - is not bracketed by the comparables.
- SUBJECT - Borrower Name - Borrower Name on report "Adam Orth" does not contain Co-Borrower Name as ordered "KATHRYN SCHAUFELBERGER".
- LENDER/CLIENT - Name - on report Pacific Union Financial does not match Lender/Client Name as ordered Pacific Union Financial.
- 1004_05UAD - SALES COMPARISON APPROACH - Appraised Value - differs from the Subject Prior Sale Price by 30% or more.
- 1004_05UAD - RECONCILIATION - Opinion of Market Value - differs from the Subject Prior Sale Price by more than 10% for transfer in the prior 12 months or more than 25% for transfer in the prior 13-36 months. (ref. FNM0071)
- 1004_05UAD - RECONCILIATION - Opinion of Market Value - is significantly higher than Subject's Price of Prior Sale/Transfer. Comment required on the significant increase in value.
- 1004_05UAD - SALES COMPARABLE NO. 2 - Date of Sale - precedes Effective Date of the Appraisal by more than 6 months.
- 1004_05UAD - SALES COMPARABLE NO. 3 - Date of Sale - precedes Effective Date of the Appraisal by more than 6 months.
- 1004_05UAD - SALES COMPARABLE NO. 4 - Date of Sale - precedes Effective Date of the Appraisal by more than 6 months.
- 1004_05UAD - SALES COMPARABLE NO. 6 - Property Address - is not a valid USPS address. (ref. FNM0045)
- 1004_05UAD - SALES COMPARABLE NO. 6 - Gross Living Area - is greater than the 15% of subject property. (ref. FNM0163)
- 1004_05UAD - SALES COMPARABLE NO. 6 - Data Source(s) - number of days on market is greater than 180. (ref. FNM0050)
- 1004_05UAD - SALES COMPARABLE NO. 7 - Data Source(s) - number of days on market is greater than 180. (ref. FNM0050)

Information - These items typically require comment.

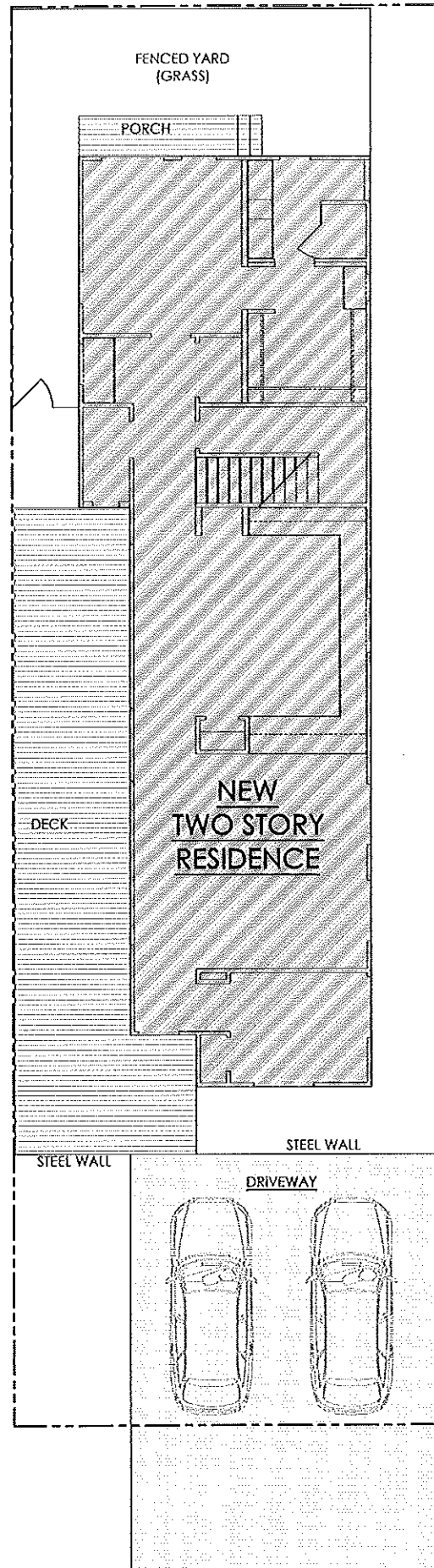
- UAD - SALES COMP #3 - Property Address - Street Name in the report (613 W Johana Street) does not contain the validated USPS Street Name (Johanna).
- UAD - SALES COMP #6 - Property Address - is not a valid USPS address. Please reconcile.

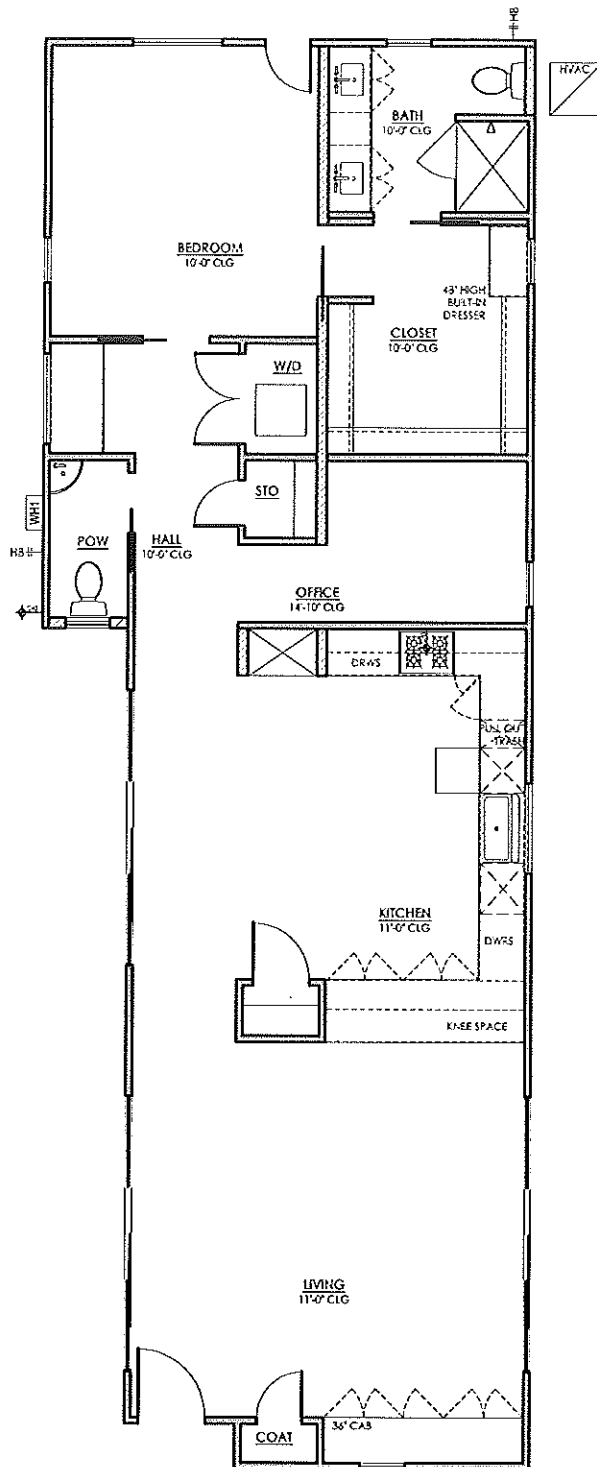
Hidden Alerts - These items are alerts.

- Appraiser THOMAS HARM not found in PincertA® Registry; unable to verify Expiration and License Information.
- Appraiser not found in PincertA® Registry. You may check the state regulatory agency at <http://www.talcb.state.tx.us/>.

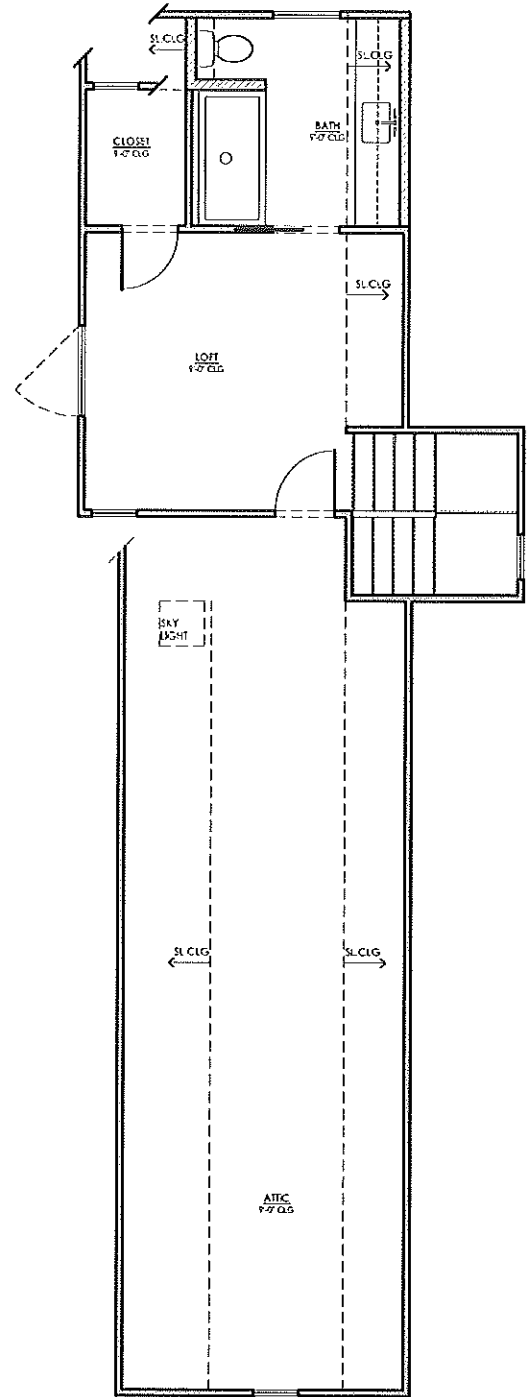
EXHIBIT 7

**Floor Plans
304 W. Milton
“A New Two Story
Residence”**





1 FIRST FLOOR PLAN
Scale: NTS



2 SECOND FLOOR PLAN
Scale: NTS

304 W MILTON
Austin, TX 78704



MOORE | TATE
projects • design

EXHIBIT 8

2012-2016

304 W. Milton

Permit Summary

[AUSTINTEXAS.GOV](#)[AIRPORT](#)[LIBRARY](#)[AUSTIN ENERGY](#)[AUSTIN WATER](#)[CONVENTION CENTER](#)[VISITORS BUREAU](#)[OPEN GOVERNMENT](#)[Pay Online](#)[Services](#)[Calendar](#)[Media](#)[Department](#) > [Planning](#) > Interactive Development Review Permitting and Inspection[Public Search](#)[Issued Construction Permits](#)[Web Help](#)[DevelopmentATX.com Home](#)

1 Page 1 / 1 - Total 9 rows returned.

To view permit details, click on the Case/Permit Number

PERMIT INFORMATION

Permit/Case	Reference File Name	Description	Sub Type / Work Type	Project Name	Status	Related Folder
1 2013-025734 PP	2013-025734 PP	NEW CONSTRUCTION of two-story single-family residence with an attached garage. The residence will have 2 bedrooms and 2.5 bathrooms.	R- 101 Single Family Houses / New	308 W MILTON ST	Final	Yes
2 2013-025734 MP	2013-025734 MP	NEW CONSTRUCTION of two-story single-family residence with an attached garage. The residence will have 2 bedrooms and 2.5 bathrooms.	R- 101 Single Family Houses / New	308 W MILTON ST	Final	Yes
3 2013-025734 EP	2013-025734 EP	NEW CONSTRUCTION of two-story single-family residence with an attached garage. The residence will have 2 bedrooms and 2.5 bathrooms.	R- 101 Single Family Houses / New	308 W MILTON ST	Final	Yes
4 2013-025734 DS	2013-025734 DS	Construct new driveway approach. Sidewalk fee paid in lieu of construction. Receipt attached to PR.**nmt NEW CONSTRUCTION of two-story single-family residence with an attached garage. The residence ...	Res. Driveway / New	308 W MILTON ST	Final	Yes
5					Final	Yes

	Permit/Case	Reference File Name	Description	Sub Type / Work Type	Project Name	Status	Related Folder
	2013-025734 BP	2013-025734 BP	NEW CONSTRUCTION of two-story single-family residence with an attached garage. The residence will have 2 bedrooms and 2.5 bathrooms.	R- 101 Single Family Houses / New	308 W MILTON ST		
6	2013-016094 DA	C8I-2013-0051		Land Status Determination /	308 W MILTON ST	Accepted	No
7	2013-010441 BP	2013-010441 BP	Demolish res and small detached sheds.	R- 645 Demolition One Family Homes / Demolition	308 W MILTON ST	Final	Yes
8	2012-120815 PR	2012-120815 PR	NEW CONSTRUCTION of two-story single-family residence with an attached garage. The residence will have 2 bedrooms and 2.5 bathrooms.	R- 101 Single Family Houses / New	308 W MILTON ST	Approved	Yes
9	2012-120582 PR	2012-120582 PR	Demolish res and small detached sheds.ONLY WENT TO HLC, NO ATTACHMENTS IN AMANDA (ALSO NO RECORDS ON CCW);	R- 645 Demolition One Family Homes / Demolition	308 W MILTON ST	Approved	Yes

1 Page 1 / 1 - Total 9 rows returned.

[Back](#)[PAY ONLINE](#) [CALENDAR](#) [MEDIA CENTER](#) [FAQ](#) [CONTACT US](#) [SITE MAP](#) [LEGAL NOTICES](#) [PRIVACY POL](#)

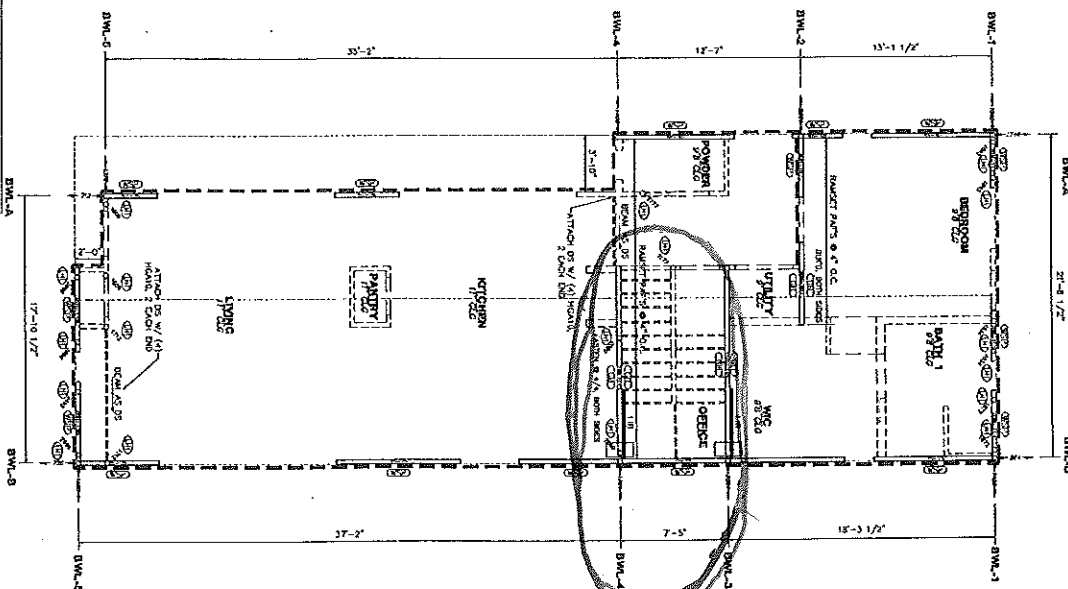
EXHIBIT 9

**COA Approved
Engineering Plans
5/28/2014
Showing Stairwell**

5/28/2014 COA Approved Plans - Engineering

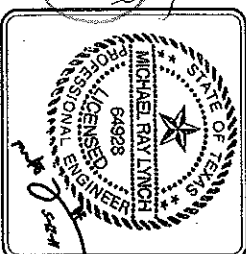
M7/70

NOTES: (ALL ELEVATIONS)
 1. CHAIRSEAT SEAS TRANSOM
 ROOF CHAIRSEAT HAS SUFFICIENT CHAIR CAPACITY TO TRANSFER
 IMPROD WIND LOADS TO ALL DESIGNATED SHEARWALLS(FOULD ON PLAN).
 2. LET-INS
 DESIGNATED SHEARWALLS(FOULD ON PLAN) ARE CAPABLE OF
 WITHSTANDING SHEAR FORCES W/O AD OF LET-INS. LET-INS ARE
 PROVIDED IN ALL DESIGNATED RESISTING IF OTHER RESISTING
 PLASTIC BRACE INFORMATION.



WIND SPEED - 90
 EXPOSURE - B

LEVEL 1 LATERAL BRACING PLAN



LEGEND	
---	SHEAR WALL
---	NON-SHEAR WALL
---	WALL AND DIMENSIONAL SHOWN IN PLAN
---	TRIMMERY FORCE IN LBS
---	HOLDOWN CONNECTION
---	UP/LIFT FORCE IN LBS
---	CHANGELock
---	LET-IN OR NO/TWO STRIPS
---	PROPOSED WALL PANEL (7'-2" x 2'-0")
---	OLD PROPOSED W/ALREADY
---	OPPOSITE WALL PANEL
---	DIAGONAL
---	ALTERNATE BRACED WALL
---	PORTAL FRAME W/ HOLDOWNS

NOT REFERRED FOR TECHNICAL BUILDING CODE

3
 SHEET
 OF 2

DATE: 04-23
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

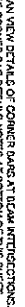
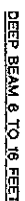
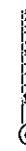
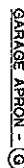
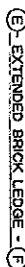
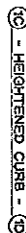
304 WEST MILTON
 AUSTIN, TEXAS
 CLIENT: MOORE-TATE PROJECTS



EXHIBIT 10

**COA Approved
Engineering Plans
5/28/2014**

**Soil Data States
Bearing Capacity
2,000 PSF**



CAPACITY: 2000 Pgs
SOURCE: MIA UAGS
DATE: 12-2013
DESIGN P/L: 35F

131.8	4.102	79.64	
190.47	6	85.40	
205.00	6.102	91.40	
313.80	8	87.00	
364.47	8.102	104.00	
424.47	7	100.10	
469.50	7.102	116.00	
564.66	8.102	132.70	
634.66	8.102	129.00	
774.48	9.102	143.10	

REVIEWED FOR LOUISIANA UNIT 67-14

5-28-14

EXHIBIT 11

**COA Approved
Engineering Plans**

5/28/2014

States

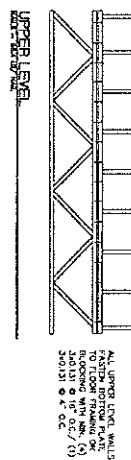
“Upper Level Hold-downs”

EXHIBIT 12

**COA Approved
Engineering Plans
5/28/2014
States
“Upper Level”**

M7/76

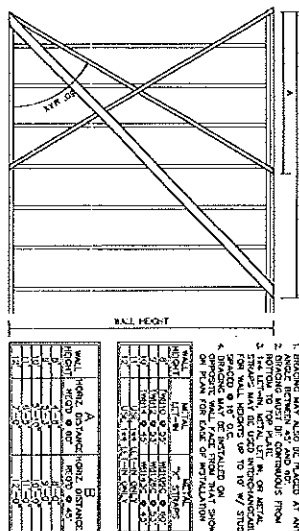
LOWER LEVEL
 1. ALL EXISTING WALLS, EXCEPT EXTERIOR WALLS, TO BE REMOVED.
 2. EXTERIOR WALLS TO BE RECONSTRUCTED WITH 2000 PSI CONCRETE BLOCKS, 8" HIGH, 16" WIDE, 16" DEEP, WITH 4" REINFORCING BARS, 1/2" DIA., AT 48" ON CENTER.
 3. EXTERIOR WALLS TO BE FINISHED WITH 1/2" THICK PLASTER, 1/2" THICK GYPSUM BOARD, AND 1/2" THICK PAINT.
 4. EXTERIOR WALLS TO BE FINISHED WITH 1/2" THICK PLASTER, 1/2" THICK GYPSUM BOARD, AND 1/2" THICK PAINT.
 5. EXTERIOR WALLS TO BE FINISHED WITH 1/2" THICK PLASTER, 1/2" THICK GYPSUM BOARD, AND 1/2" THICK PAINT.
 6. EXTERIOR WALLS TO BE FINISHED WITH 1/2" THICK PLASTER, 1/2" THICK GYPSUM BOARD, AND 1/2" THICK PAINT.
 7. EXTERIOR WALLS TO BE FINISHED WITH 1/2" THICK PLASTER, 1/2" THICK GYPSUM BOARD, AND 1/2" THICK PAINT.
 8. EXTERIOR WALLS TO BE FINISHED WITH 1/2" THICK PLASTER, 1/2" THICK GYPSUM BOARD, AND 1/2" THICK PAINT.
 9. EXTERIOR WALLS TO BE FINISHED WITH 1/2" THICK PLASTER, 1/2" THICK GYPSUM BOARD, AND 1/2" THICK PAINT.
 10. EXTERIOR WALLS TO BE FINISHED WITH 1/2" THICK PLASTER, 1/2" THICK GYPSUM BOARD, AND 1/2" THICK PAINT.



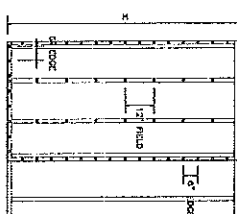
UPPER LEVEL
30(13) © 06

ALL UPPER LEVEL WALLS TO FLOOR FINISH OR TO FLOOR FINISH OR BLOCKING BY NAIL, (A) 30(13) © 06

ALL UPPER LEVEL WALLS:
TYPICAL INTERIOR PLATE
TYPICAL INTERIOR PLATE
BLOODING WITH NBR. (S)
2x4 @ 16" O.C. / (1)
2x12 @ 4" O.C.



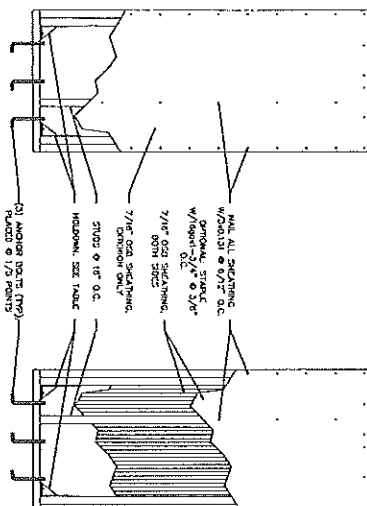
WALL	HEIGHT	HORIZ. DISTANCE	HORIZ. DISTANCE	WALL	HEIGHT	HORIZ. DISTANCE	HORIZ. DISTANCE
		FT.	FT.			FT.	FT.
1	12	10	10	1	12	10	10
2	11	10	10	2	11	10	10
3	10	10	10	3	10	10	10
4	9	10	10	4	9	10	10
5	8	10	10	5	8	10	10
6	7	10	10	6	7	10	10
7	6	10	10	7	6	10	10
8	5	10	10	8	5	10	10
9	4	10	10	9	4	10	10
10	3	10	10	10	3	10	10
11	2	10	10	11	2	10	10
12	1	10	10	12	1	10	10



SPECIALIZED PANEL WALL ASSEMBLIES				
ISC 2012 TABLE 2306.4.1				
PANEL THICKNESS	WALL CONSTRUCTION	PARTITION SPACING	SHEAR CAPACITY	MINIMUM FASTENERS
7/16"	REINFORCED GCM	6/12"	384 PCF	16 CORNERS 24/26/113 GALVANIZED BOLT
		4/12"	336 PCF	
		3/12"	300 PCF	

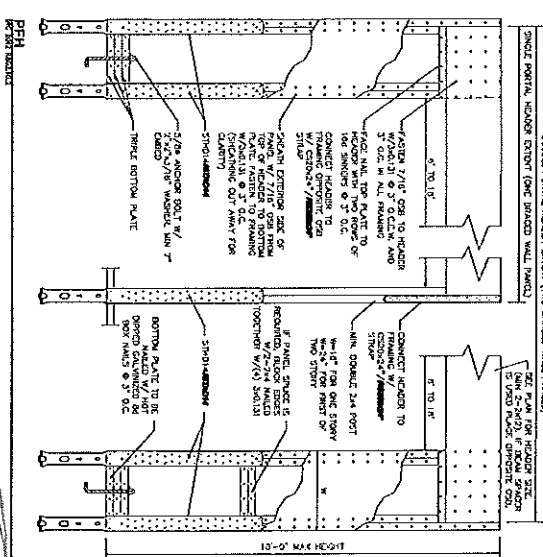
© 2012 THE NATIONAL ASSOCIATION OF REALTORS

ALTERNATE BRACED WALL PANEL 1 AND 2 MINIMUM WIDTHS AND HOLD-DOWNS				
WALL HEIGHT	8'	9'	10'	11'
MINIMUM WIDTH	2'-6"	2'-8"	2'-0"	3'-0"
SLOTTED HOLD-DOWN	SIMPSON'S HO3B / 160 T003			
AGWP2 HOLD-DOWN	SIMPSON'S HD3B / 160 T003			

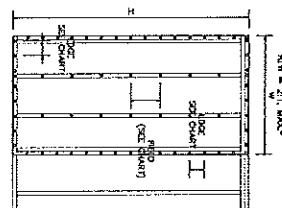


ABW (2) STORY
DEC 2017 09:56:01 AM

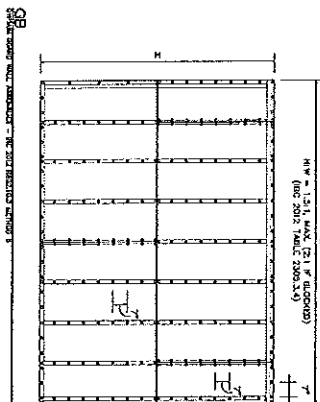
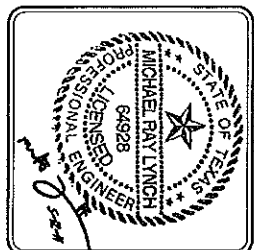
ALTERNATE BRACED WALL PANEL ASSEMBLIES



WALL PANEL ASSEMBLY DETAILS
AS SHOWN/N.T.S./REF. 080715

[illegible]

SEB
FINDING: PROPOSED REINFORCING (AND FOUNDATION WALL ASSEMBLY - SEE 2012 NATIONAL METHOD 4
"PARTS OF 100 (4) 1172, 1184, 3" "PARTS OF 100
GYPSUM BOARD WALL ASSEMBLY
FRAMING SPACING 16" O.C.

[illegible][illegible]

304 WEST MILTON

AUSTIN, TEXAS

CLIENT: MOOSE-TATE PROJECTS

W.

20

EXHIBIT 13

**Land Status Determination
6/25/2013**



**City of Austin
Planning and Development Review
Land Status Determination
1995 Rule Platting Exception**

June 25, 2013

File Number: C8I-2013-0241

Address: 304 W MILTON ST

Tax Parcel I.D. #0400000614

Tax Map Date: 04/11/2013

The Planning & Development Review Department has determined that this parcel, as described in the attached description and map, **IS EXCEPTED FROM THE REQUIREMENT TO PLAT** in accordance with the Land Development Code, Section 25-4-2(C), and is eligible to receive utility service.

The parcel of land consists of five acres or less, and is described as being **the East Thirty-Two (32') feet of lot Nine (9), Block B, Gus F Becker's Subdivision, of Block 2-B of the Swisher Addition** in the current deed, recorded on **Aug 14, 2003, in Document #2003190666, Travis County Deed Records**. This parcel existed in its current configuration on January 1, 1995, as evidenced by a deed recorded on **Jan 31, 1986, in Volume 8664, Page 572, Travis County Deed Records**. The parcel was lawfully receiving utility service, as defined in Section 212.012 of the Texas Local Government Code, on January 1, 1995, as evidenced by **water service on Nov 04, 1930**. The parcel meets the requirements of the Land Development Code for roadway frontage and is located on an existing street.

Additional Notes/Conditions:
NONE

This determination of the status of the property is based on the application of Chapter 212, Municipal Regulation of Subdivisions and Property Development, Texas Local Government Code; and the City of Austin Land Development Code, Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any other portion of the City Code or any other regulation.

By: *Michelle Casillas*

**Michelle Casillas, Representative of the Director
Planning and Development Review Department**

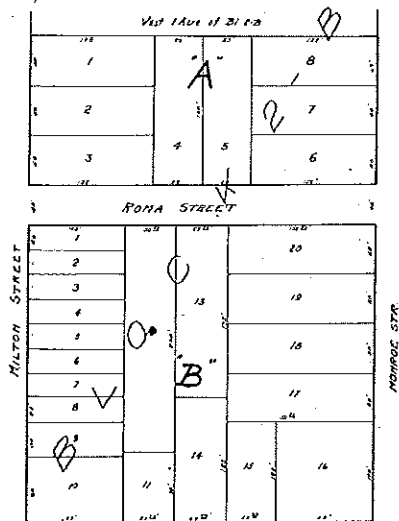
CGT-2013-0241



<p>40000</p>	<p>0 120 Feet</p>	<p>NAD 1983, StatePlane, Texas_Central_FIPS_4203_Foot Projection: Lambert_Conformal_Conic</p>	<p>This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claim, promise or guarantee about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. This mapped data does not constitute a legal document.</p>	<p>Travis Central Appraisal District 8314 Cross Park Drive P.O. Box 149012 Austin, Texas 78754 Austin, Texas 78714 Internet Address: www.traviscad.org Main Telephone Number (512) 634-6317 Appraisal Information (512) 634-9318 TDD (512) 634-3325</p>
---------------------	-------------------	-------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT 14

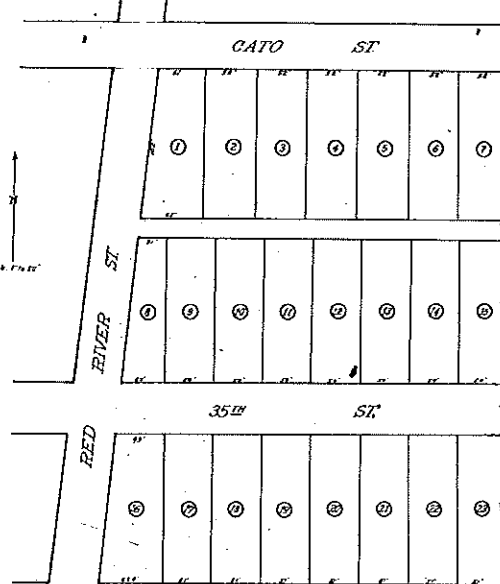
Plat - 9/11/1925



GUS F. BECKER'S SUBDIVISION
 OF BLOCK 10, B. & B. SOUTH AUSTIN.
 ATTEST OF SURVEYOR: I hereby certify that I have surveyed for the Gus F. Becker, Block 10, South Austin, Texas, and that the lots, blocks and streets are laid out as here shown.
 Sept. 9th, 1925. *A.C. Gillenburger* Engineer.

DEDICATION: This map represents the Gus F. Becker's Subdivision of Block 10, South Austin, Texas, except that the most side of Block 10 is now owned by me. The street, Rona Street, is hereby dedicated as a city street for public use.
Gus F. Becker
 Owner

STATE OF TEXAS
 COUNTY OF TRAVIS: Before me, Robert B. Muehler, a Notary Public, and for Travis County, Texas, on this day personally appeared *Gus F. Becker*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
 Given under my hand and seal of office of Travis County, Texas, this 10th day of October, 1925.
Robert B. Muehler
 Notary Public, Travis County, Texas.
 Filed for Record 9 o'clock A.M. Sept. 15, 1925.
 Recorded 12:15 P.M. Sept. 15, 1925.



SUNNY RIDGE ADDITION
 A SUBDIVISION BY FRANK R. RUMMEL OF BLOCK 1 PLATVIEW HEIGHTS IN OUTLOT 22 DIVISION C IN THE CITY OF AUSTIN, TEXAS.

State of Texas } (Frank R. Rumell of the County of Travis and State of Texas, hereby declares the subdivision of Block 1, Platinview Heights, in Outlot 22, Division C, in the City of Austin, Texas, and that the lots, blocks and streets are laid out as here shown, and that the same are hereby dedicated as a city street for public use.)
 Witness my hand and seal of office of Travis County, Texas, this 10th day of October, 1925.

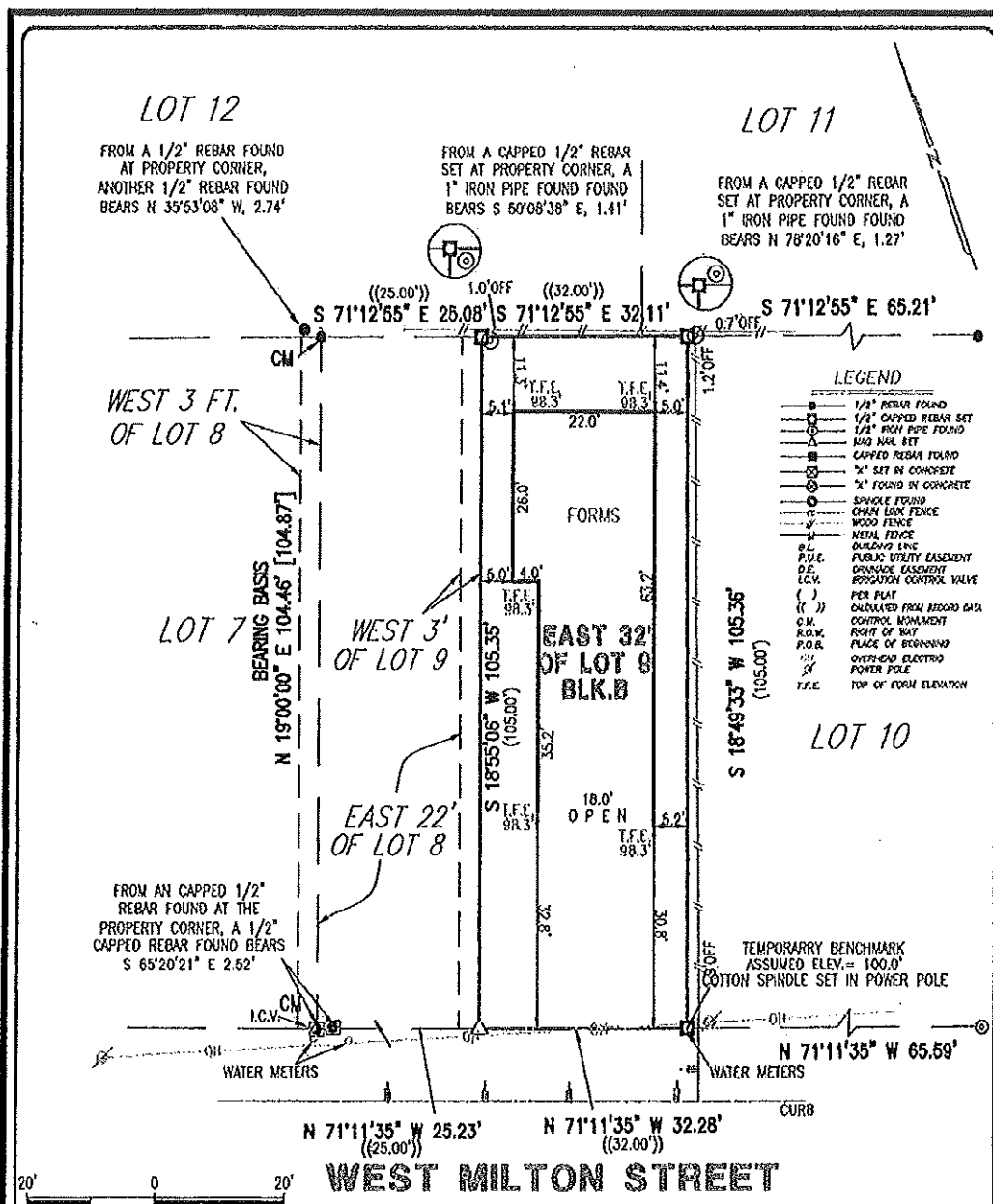
Frank R. Rumell

County of Travis } (I, *Frank R. Rumell*, declare that I am the owner of the property herein described, and that I have the right to dispose of the same as I see fit, and that I have the right to dedicate the same as a city street for public use.)
 Witness my hand and seal of office of Travis County, Texas, this 10th day of October, 1925.
Frank R. Rumell
 Owner

FILED 5:00PM OCT. 1, 1925.
 RECORDED 5:00PM OCT. 2, 1925.

EXHIBIT 15

Survey – 5/30/2013



Notes:

1) Subject to restrictions and easement rights as stated in Vol.3, Pg.155, Plat Records.

TO THE LANDHOLDER AND / OR PRESENT OWNERS OF THE PREMISES SURVEYED AND TO
WESTOOR LAND TITLE INSURANCE COMPANY

I DO HEREBY CERTIFY TO THOSE LISTED HEREON THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND, UNDER MY SUPERVISION, OF THE PROPERTY LEGALLY DESCRIBED HEREON, IS PREPARED IN ACCORDANCE TO THE TITLE COMMITMENT REFERENCED HEREON, AND THAT THERE ARE NO VISIBLE BOUNDARY LINE CONFLICTS, ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS, OR RIGHTS IN PLACE, EXCEPT AS SHOWN HEREON.



THIS AREA IS NOT DEPICTED AS BEING IN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP 05854, DATED 02/28/08. IT IS REPRESENTED AS IN ZONE "X". HOWEVER, AT THE PRESENT TIME, NO ELEVATIONS, DRAINAGE, OR FLOOD STUDIES HAVE BEEN PERFORMED AND INFORMATION IS BASED SOLELY UPON SAID MAP. THE SURVEYOR DOES NOT ASSUME RESPONSIBILITY AS TO ANY INFORMATION PROVIDED SAID MAP AND DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE OF FLOOD DAMAGE. FOR FURTHER INFORMATION CONTACT YOUR FLOOD PLAN ADMINISTRATION.

STREET ADDRESS: **304 WEST MILTON STREET** CITY: **AUSTIN** COUNTY: **TRAVIS** STATE OF TEXAS
 LOT: **EAST 32' OF LOT 8, BLK.B** SUBDIVISION: **GUS F. BERRY'S SUBDIVISION** VIL/CAR: **3** PG./SLD: **155** PLAT RECORDS:
 REFERENCE NAME: **MOORE-TATE DIRT, LP** FORMS: **08/10/14**
 HSE.COR.STK: **08/03/14**

G.F. #: **14-00243-DS**



B & G SURVEYING, LLC

FIRM REGISTRATION NO. 100383-00

1404 West North Loop Blvd.
Austin, Texas 78756
Office 512*458-0869, Fax 512*458-9845

JOB #: **B0608614_TA**

DATE: **5-30-13**

SCALE: **1"= 20'**

FIELD WORK BY	CV	4-18-13
CALC'D BY	TK	5-12-13
DRAWN BY	AW	6-30-13
CHECKED BY	VG/ML	5-30-13

EXHIBIT 16

BOA Decision

2/10/2014

Case #C15-2014-0004

CITY OF AUSTIN
Board of Adjustment/Sign Review Board
Decision Sheet

DATE: Monday, February 10, 2014

CASE NUMBER: C15-2014-0004

☒ Y Jeff Jack
☒ Y Michael Von Ohlen **Motion to Grant**
☐ - (Vacant)
☒ Y Bryan King **2nd the Motion**
☒ Y Fred McGhee
☒ Y Melissa Hawthorne
☐ - Sallie Burchett (OUT)
☐ - Cathy French (SRB only)
☒ Y Will Schnier (Alternate)
☒ Y Stuart Hampton (Alternate)

APPLICANT: Jim Bennett

OWNER: Dora Vasquez

ADDRESS: 304 and 306 West MILTON ST

VARIANCE REQUESTED: 304 W Milton – The applicant has requested a variance to decrease the minimum lot width requirement of Section 25-2-492 (D) from 50 feet in width to 32 feet in width and to decrease the minimum lot size requirement of Section 25-2-492 (D) from 5,750 square feet to 3,360 square feet in order to erect a single family residence in an "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (Bouldin Creek Neighborhood Plan)

306 W Milton - The applicant has requested a variance to decrease the minimum lot width requirement of Section 25-2-492 (D) from 50 feet in width to 25 feet in width and to decrease the minimum lot size requirement of Section 25-2-492 (D) from 5,750 square feet to 2,625 square feet in order to erect a single family residence in an "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (Bouldin Creek Neighborhood Plan)

BOARD'S DECISION: POSTPONED TO February 10, 2014

February 10, 2014 The public hearing was closed on Board Member Michael Von Ohlen motion to Grant .4 FAR, pitched roof shape, front porch-(not counted in FAR), Board Member Bryan King second on a 7-0 vote; **GRANTED .4 FAR, PITCHED ROOF SHAPE AND FRONT PORCH-(NOT COUNTED IN FAR).**

FINDING:

1. The Zoning regulations applicable to the property do not allow for a reasonable use because: the substandard condition of these structures do not warrant repair but instead requires replacement
2. (a) The hardship for which the variance is requested is unique to the property in that: the tracts are grandfather tracts and the size and shape have not changed, without a variance the owners would have to continue to live in substandard conditions, due to the condition of the existing structures an attempt to repair would result in a new residence, the replacement structures will be similar in size of the existing structures

- (b) The hardship is not general to the area in which the property is located because: these are substandard condition structures and do not want repair they require replacement
3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because: the dilapidated structures will be removed and new structures will be constructed, the surrounding neighbors support the variance


Leane Heldenfels
Executive Liaison

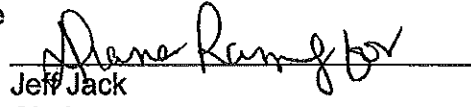

Jeff Jack
Chairman

EXHIBIT 17

5/17/2015

**Texas Board of
Architectural Examiners
Minutes Regarding
Dawn Moore Investigation**

as it was settled prior to his beginning work at TBAE. Mr. Mijares suggested that the Board table the case in order to let the new General Counsel review the facts and make a presentation in August.

A MOTION WAS MADE AND SECONDED (Mijares/Anastos) TO TABLE CASE NUMBER 035-15N INVOLVING RANDY HARRISON AND BRING IT BACK TO THE BOARD IN AUGUST AFTER IT IS REVIEWED BY THE GENERAL COUNSEL. THE MOTION PASSED UNANIMOUSLY.

III. Dawn Moore (#088-14N)

The Managing Investigator read the case summary into the record. During the course of the investigation, the Managing Investigator contacted the architect, Steven Meyers and he stated that she altered his seal. He stated that Staff is recommending a \$40,000 penalty which Respondent has agreed to pay. Mr. Mijares suggested that the Board table this case and bring it back in August with a recommendation from the new General Counsel. Mr. Edwards suggested that the agency should open separate cases based upon the number of projects.

A MOTION WAS MADE AND SECONDED (Mijares/Dockery) TO TABLE CASE NUMBER 088-14N INVOLVING DAWN MOORE AND BRING IT BACK IN AUGUST AFTER IT IS REVIEWED BY THE GENERAL COUNSEL. THE MOTION PASSED UNANIMOUSLY.

There was discussion amongst the Managing Investigator and Board members regarding the referral of architectural cases involving criminal charges to district attorneys across the state. Mr. Stamps explained to the Board that there were two cases presently being investigated by District Attorneys – one in Travis County and one in Harris County.

Continuing Education Cases

The Chair read the four cases of continuing education and stated that the Board would be hearing them as a whole. Mr. Mijares read each case name and number into the record.

A MOTION WAS MADE AND SECONDED (Mijares/Anastos) TO ADOPT THE INTERIM EXECUTIVE DIRECTOR'S RECOMMENDED ADMINISTRATIVE PENALTIES IN THE PROPOSED AGREED SETTLEMENTS OF THE FOLLOWING CASES INVOLVING CONTINUING EDUCATION VIOLATIONS:

Phillip R. Rivers (#049-15A)

Andrew P. Sheehan (#043-15A)

Joseph J. Sorci (#043-15A)

Wesley L. Wilkerson (#057-15L)

6. Upcoming Board Meetings (Information)

Monday, August 24, 2015 – Room III-102

Thursday, October 29, 2015 – Room 111-102

EXHIBIT 18

8/24/2015

**Texas Board of
Architectural Examiners
Enforcement Action
Dawn Moore**

**TEXAS BOARD OF ARCHITECTURAL EXAMINERS
SUMMARY OF PROPOSED
ENFORCEMENT ACTION**

This document is an internal document relating to an uncontested case to be considered by the Texas Board of Architectural Examiners. This document is prepared to inform, advise, and assist the Board in addressing this uncontested case.

Case Number: 088-14N
Respondent: Dawn Moore
Location of Respondent: Austin, TX
Date of Complaint Received: February 10, 2014
Instrument: Agreed Order

Findings:

- Dawn Moore (hereafter "Respondent") is not and never has been registered as an architect in Texas.
- Respondent is an owner of a business entity named "MOORE | TATE PROJECTS + DESIGN L.L.C." (hereafter MOORE | TATE).
- MOORE | TATE has never been registered with the Board as an architectural firm.
- On or about February 10, 2014, the Board received a telephone call from a plans examiner for the City of Austin. The plans examiner advised that she had reviewed 4 sheets of construction documents for a residential project known as "New 2 Story House" to be located at 1510 Newton, Austin, Texas. The construction documents that were filed with the City of Austin had a replica of an architectural seal affixed to them.
- During the course of the investigation, the Board's Managing Investigator interviewed architect, Steven Meyers. Mr. Meyers acknowledged that he had a business relationship with Respondent in the past and had agreed to do some design work for her business. The Board's Investigator advised Mr. Meyers that his seal had been altered and placed on construction documents for the project located at 1510 Newton.
- Subsequently, Mr. Meyers advised the Board that he had learned that his seal image and signature had been placed on construction documents for six other residential projects wherein permits were issued and the projects were constructed.
- Mr. Meyers swore that he did not affix the seals or signatures to any of the documents and he was not familiar with the projects or the development of the project construction documents.
- Respondent has cooperated with and been forthright during the investigation as well as the Informal Settlement Conference.

Applicable Statutory Provisions and Rules:

- A person may not engage in the practice of architecture or offer or attempt to engage in the practice of architecture unless the person is registered as an architect. TEX. OCC. CODE ANN. §§1051.351(a) & 1051.701(a).
- A person may not use or attempt to use an architect's seal, a similar seal, or a replica of the seal unless the use is by or through an architect. TEX. OCC. CODE ANN. §1051.702(b).
- By creating a copy of an architect's seal without the knowledge or consent of the architect and by affixing the copy of the seal and the architect's signature to plans submitted to a governmental entity for permitting purposes, Respondent violated TEX. OCC. CODE ANN. §1051.702(b).

Action Recommended by Executive Director:

The Executive Director recommends, and Respondent is prepared to accept, the issuance of an Agreed Order imposing an administrative penalty in the sum of **\$40,000** and an Order prohibiting

Respondent from practicing architecture, using any architectural title and using or replicating an architectural seal in order to mislead a governmental entity or any other person.

EXHIBIT 19

Comparable Property

308 W. Milton

Lot Size 3,150 sf

**(Smaller Lot than 304 W. Milton
which is 3,360 sf)**

Total Gross Floor Area

1,904 sf – FAR value of 60.44%

(304 W. Milton - 1,906 sf – FAR of 56%)