

**CONDOMINIUM INFORMATION STATEMENT  
FOR  
THE LODGES AT THE BANDIT GOLF CLUB CONDOMINIUMS**

Pursuant to Texas Property Code Sections 82.151 through 82.156, which require that purchasers of a unit in a condominium project be given certain information before executing a contract to purchase a such a unit, BANDIT CONDOMINIUMS, L.L.P. provides the following information package regarding THE LODGES AT THE BANDIT GOLF CLUB CONDOMINIUMS (the ``Project").

1. Name and Address of Declarant

The units in the Project are being offered by BANDIT CONDOMINIUMS, L.L.P. (``Declarant"), whose principal address is 512 E. Blanco Road, Suite 100, Boerne, Texas 78006. The address of the Project is 1111 Long Creek Boulevard, New Braunfels, Texas 78130.

2. General Description of Project

The Project consists of a residential condominium development on approximately 3.849 acres, more or less, located in Guadalupe County, Texas initially consisting of three buildings with four units in each building for a total of 12 units constructed.

3. Additional Units

The Declarant has plans to construct up to a maximum of 48 units on the Project but does not warrant or represent that it will do so.

4. Development Rights Reserved by Declarant

Declarant has reserved the right to withdraw property from the Project, the right to add property to the project, and the right to create units, common elements, or limited common elements with the Project. The area of the Project subject to the Development Rights is shown as Phase 2 on Exhibit B and described in Exhibit C, to the Declaration attached hereto.

6. Pending Suits and Unsatisfied Judgments

a) There are no pending lawsuits to which the Unit Owners Association for the Project (the ``Association") is a party.

(b) There are no pending lawsuits, about which Declarant has actual knowledge, that are material to the land title and construction of the condominium Project.

(c) There are no unsatisfied judgments against the Association.

## 7. Insurance

The Association carries insurance for the benefit of the unit owners as follows:

(a) Property insurance on the units and insurable common elements insuring against all risks of direct physical loss that are commonly insured against, including fire and extended coverage, in an amount not less than the replacement cost of the insured property; and

(b) commercial general liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common areas and limited common areas.

## 8. Expected Fees and Charges

The current fees or charges to be paid by unit owners for use of the common elements and condominium facilities are \$ 125.00 per month as paid to the Association. The Unit owner will pay annual regular assessments to the Long Creek Owner's Association (LCOA) and will be members of the association because the common areas of the LCOA, including streets and easements, are utilized by the condominium unit owners to access the Project. The current annual regular assessment of the LCOA is \$650.00 per year. Unit Owners will be responsible for paying their own telephone, cable, electric, and ad valorem property taxes. The ad valorem property taxes will be assessed for their Unit and their proportionate share of the common elements.

## 9. Encumbrances Affecting Title

After conveyance by the Declarant of the units in the Project to purchasers, the encumbrances affecting title to the Project are set forth in Exhibit B attached hereto.

## 10. Attached Documents

The following documents are provided together with this Statement:

(a) A copy of the Project's Declaration, filed or to be filed, is attached to this Statement as Exhibit A.

(b) The encumbrances on or affecting title to the Project after conveyance by Declarant, are attached as Exhibit B

(c) A copy of the Association's Certificate of Formation filed or to be filed, is attached to this Statement as Exhibit C.

(d) A copy of the Association's Bylaws, including all amendments, is attached to this Statement as Exhibit D.

(e) A copy of the Association's adopted Rules and Regulations, is attached to this Statement as Exhibit E.

(f) A copy of the Second Restated Declarations of Covenants, Conditions, and Restrictions of Long Creek Subdivision as recorded; the First Amendment to the Second Restatement as recorded, and the Second Amendment to the Second Restatement to be recorded, are collectively attached as Exhibit F

(g) A copy of the Bylaws of the Long Creek Owners Association, Inc. is attached as Exhibit G

(h) A copy of the Association's pro forma budget for the Association for its first fiscal year after the first conveyance of a unit to a purchaser is attached to this Statement as Exhibit H.

(i) A copy of the purchase contract required by Declarant to be executed by purchasers at the closing of the sale of a unit is attached to this Statement as Exhibit I.

(j) A copy of the warranty provided by the Declarant is attached to this Statement as Exhibit J.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

BANDIT CONDOMINIUMS, L.L.P., a Texas limited partnership,

By: FORESIGHT CONDOMINIUM PARTNERS, LTD.,  
a Texas limited partnership, Managing Joint Venturer

By: PEDMILL, L.L.C., a Texas limited liability corporation, its General Partner

By: \_\_\_\_\_  
DANIEL A. PEDROTTI, JR., Member

BUYER'S ACKNOWLEDGMENT OF RECEIPT  
OF  
CONDOMINIUM INFORMATION STATEMENT

Buyer acknowledges receipt of the Condominium Information Statement required by the Section 82.153 of the Texas Property Code also known as the Texas Uniform Condominium. Buyer acknowledges that Seller has recommended that Seller read the Condominium Information Statement before executing the Residential Condominium Contract for the purchase of a Unit. Buyer agrees to be bound by the provisions of the foregoing documents, including but not limited to the Certificate of Formation, Declaration, Bylaws, and Rules, as amended from time to time in accordance with the provisions of each document. The budget contained in the Condominium Information Statement has been prepared in accordance with generally accepted accounting principles and is based upon assumptions that, to the best of Seller's knowledge and belief, are reasonable for the initial year of operation of the Condominium. Seller acknowledges that such budget does not constitute a representation or warranty on the part of Seller thereof.

Buyer:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_