

Residential Land

3 Residential Lots

Tate Circle, Howe, TX



RES - REAL ESTATE SERVICES

McKISSICK & ASSOCIATES
972-562-9090
WWW.RESMCKINNEY.COM

\$27,500
Per Lot

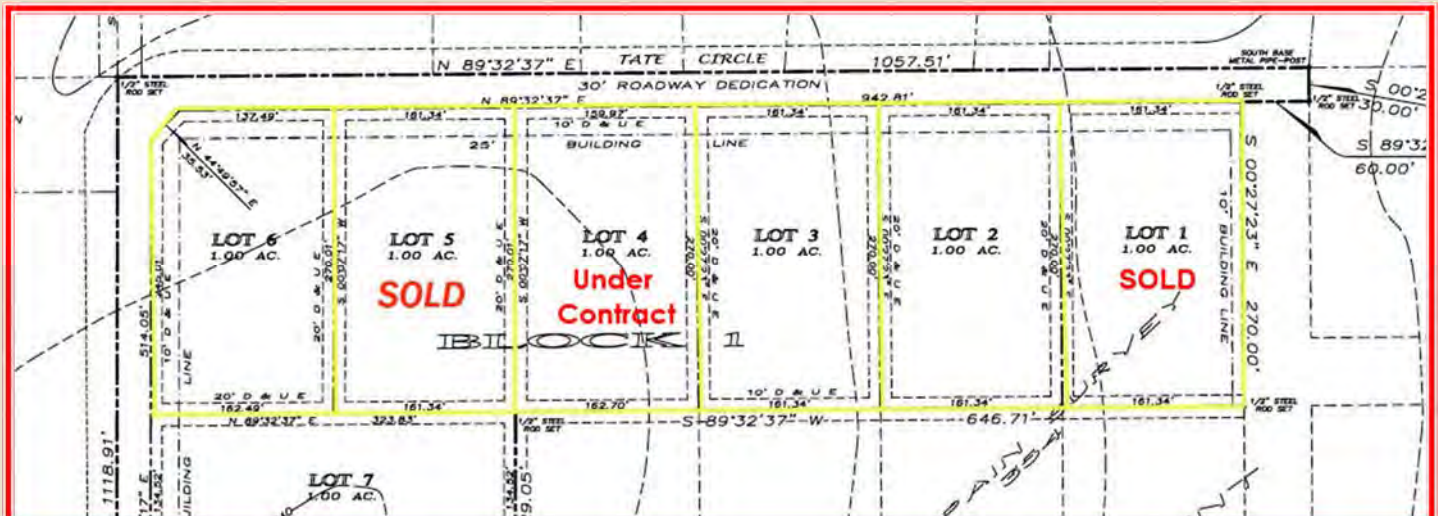
- ♦ Howe ISD
- ♦ No improvements
- ♦ Restrictions on the lots



CONTACT:

Charles McKissick
972-562-9090 ext 304
214-533-5146

cmckissick@resmckinney.com
www.resmckinney.com



LAND~COMMERCIAL~INVESTMENT PROPERTIES~FARMS & RANCHES

Information provided is deemed reliable but is not guaranteed or in any way warranted by the Owners or RES- Real Estate Services. Information is subject to corrections, errors, omissions, prior sale or withdrawal without further notice.

Stark Ln

Tate Cir

Lot 6

Lot 5
Sold

Lot 4
Under
Contract

Lot 3

Lot 2

Lot 1
Sold





**FINAL PLAT
OF
STARKHAVEN ESTATES
PHASE ONE
AN ADDITION TO
GRAYSON COUNTY, TEXAS
12.932 ACRES
OUT OF THE
THOMAS C. DESPAIN SURVEY
ABST. NO. 354**

2-08-06

SHEET 2 OF 2

(A)
1.19 AC
DARLA KRAFF
VOL. 3830, PG. 534
O.P.R.G.C.T.

(B)
7.029 AC
TERRY RAY BILBREY
et ux
VOL. 2144, PG. 493
R.P.R.G.C.T.

(C)
4.13 AC
JERRY D. BRISTOW
et ux
VOL. 2421, PG. 891
R.P.R.G.C.T.

(D)
0.447 AC
LANNY JAY ROGERS, JR.
et ux
VOL. 2344, PG. 538
R.P.R.G.C.T.

(E)
1.505 AC
JOE ESPINOZA, JR.
et ux
VOL. 2319, PG. 528
R.P.R.G.C.T.

(F)
0.30 AC
CHARLES F. SMITH
et ux
VOL. 1132, PG. 245
D.R.G.C.T.

(G)
0.576 AC
ROBERT D. HELMS
et ux
VOL. 1635, PG. 741
D.R.G.C.T.

~ BASIS OF BEARINGS ~
COURSE ALONG STARK LANE
AS PER DESCRIPTION
VOL. 3975, PG. 875
O.P.R.G.C.T.

GRAPHIC SCALE

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

OWNER ~ DEVELOPER
WILLIAM BENTLEY POWELL
P.O. BOX 758
ANNA, TEXAS, 75409

3404 INTERURBAN ROAD

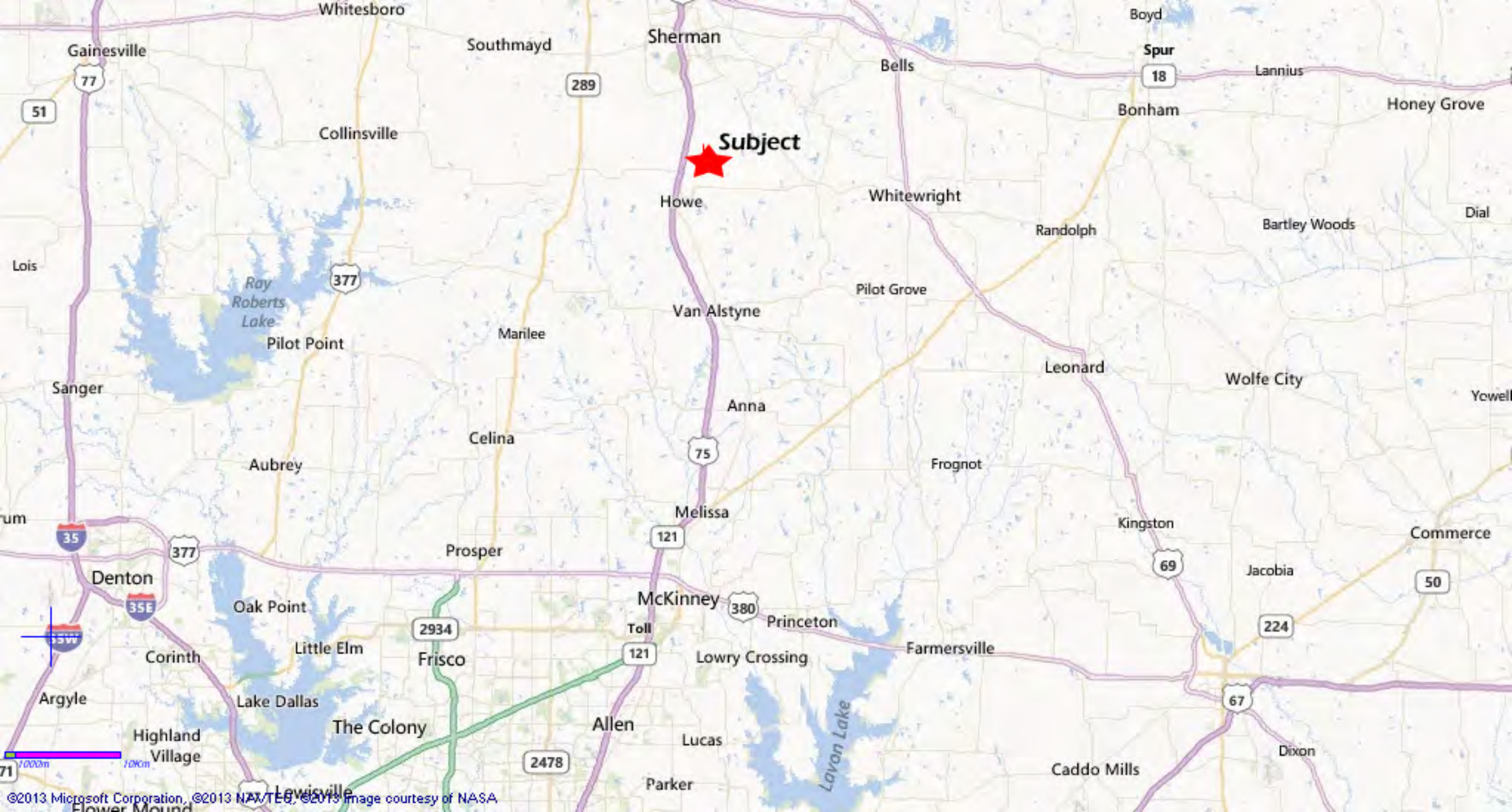
UNDERWOOD
DRAFTING & SURVEYING

DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021

SURVEYOR
JAMES R. MARET
UNDERWOOD DRAFTING & SURVEYING
3404 INTERUBAN ROAD
DENISON, TEXAS 75021

(903)465-2151



Subject

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by WILLIAM BENTLY POWELL ("Declarant") for the purposes herein set forth as follows:

Whereas Declarant is the owner of all the lots in STARKHAVEN ESTATES PHASE ONE, an addition to Grayson County, Texas, as shown by plat of record in Volume 18, Pages 67 and 68 of the Plat Records of Grayson County, Texas ("the property"); and

Whereas Declarant desires to ensure the best and highest and most appropriate use of the property, to guard against the erection of poorly designed structures on the property and to encourage attractive improvements on the property and in general to provide for the development of the highest quality to enhance the value of the investment of Owners of the property and therefore hereby declare that the property is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions and restrictions:

1. The property shall be used solely for residential purposes. No commercial or business operations shall ever be conducted on the property except that an owner may maintain an office at home so long as the conduct of the business would not be such that would attract automobile, vehicular or pedestrian traffic to the property and/or would involve lights, sounds, smells, visual effects or pollution.

2. All buildings and structures must be of new construction. Only one detached, single-family private residential dwelling containing not less than 1200 square feet of living area with accompanying two car or larger garage will be permitted per lot. A barn and one other accessory building are permitted to be constructed on a lot. These must be located at the rear of the lot. The exterior of all residences shall be faced with seventy percent (70%) brick, stone, granite or other material approved by the management committee hereinafter named. The remaining thirty percent (30%) must be of hardy plank, cedar or other material approved by the committee. Metal barns and accessory buildings are permitted but must be colored metal. Barns and accessory buildings may not be used as a residence. All faces of all buildings must be kept in good repair and appearance at all times.

3. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto any lot. No structure of any kind shall be constructed less than 50 feet from the front and rear lot lines and 20 feet from the side lot lines. Buildings may be no higher than two stories.

4. No manufactured homes, no modular homes and no house trailers are permitted on a lot.

5. No inoperable motor vehicles or machinery shall be allowed to remain on the property for over thirty (30) days.

6. Rubbish, trash, garbage or other wastes are not permitted to accumulate on the property. Trash, garbage or other waste shall be kept in sanitary containers only in a garage, barn

or accessory building. Burning of trash is not permitted.

7. No camper, camper-trailers, recreational vehicles, or motor homes shall be used and occupied by any owner and/or family or guests on a lot for more than three consecutive weeks.

8. No animals, livestock, poultry, goats, or bees shall be raised, bred or kept on a lot for any commercial purpose. A lot owner is permitted to maintain one cow and/or horse for each one acre of land. No hogs are permitted on the property.

9. Hunting and discharging of firearms is prohibited.

10. All utilities, including all electric power, telephone, water, and sanitary sewers shall be located underground from outside feed. The location of the utilities shall be subject to approval by the management committee.

11. No outside security or flood light is permitted unless such light contains a shade or shield to limit excessive light. A light triggered by motion and containing a shade is permitted.

12. A lot may not be subdivided.

13. No electric or barbwire fences are permitted. All fences must be approved by the management committee.

14. No vehicle of any size which transports flammable or explosive cargo may be kept on the property at any time.

15. No building or improvement shall be constructed or altered until the plans for such building or improvement, including the site plan, landscape plan, exterior materials and building plans with elevations and specifications have been approved in advance by the management committee. The committee shall review and approve, approve conditionally, or disapprove such plans. If the committee fails to approve or disapprove plans within forty-five (45) days after receiving the plans, it shall be conclusively presumed that the plans were approved.

16. So long as the declarant owns any part of the property restricted hereunder, the members management committee shall be selected by the declarant. The committee shall have a minimum of three members. Once the declarant no longer owns any part of the property the committee shall be chosen by a majority vote of the owners of the lots.

17. The declarant, his agents and/or employees shall not be liable for damages to any party submitting plans for approval in accordance with the requirements of this document or to any owner of lots affected by these covenants by reason of mistake in judgment or negligence arising out of or in connection with the approval, disapproval or failure to approve any plans, any decisions regarding architectural control and appearance, or the failure to enforce any term, condition, restriction or covenant contained herein. Every person who submits plans to the management committee for approval agrees by submission of such plans, and every owner of any

lot agrees by acquiring title thereto or an interest therein, that he will not bring any action or suit against the declarant and/or the management committee to recover such damages.

18. The management committee reserves the right but not the obligation to grant waivers for minor deviations from the covenants. The granting of any waiver may be given or withheld in the committee's sole discretion. A grant of a waiver in one situation will not impose a duty upon the committee to grant a similar waiver. Matters of interpretation regarding the enforcement and meaning of these covenants are reserved exclusively by the management committee.

Each lot shall be conveyed subject to these covenants and restrictions and these covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years. So long as the declarant owns any part of the property these restrictions may be amended by the declarant. Thereafter these restrictions may be amended by a vote of three fourths (3/4) of the owners of the lots.

Invalidation of any one of these restrictions or covenants contained in this document by court order or judgment shall in no way affect or invalidate any of the other provisions herein.

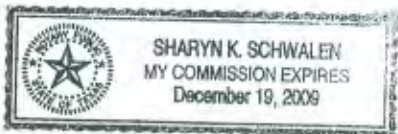
Executed the ____ day of April, 2006


WILLIAM BENTLY POWELL

State of Texas

County of Collin

This instrument was acknowledged before me on the 20 day of April, 2006 by
WILLIAM BENTLY POWELL.




Notary Public, State of Texas



Information About Brokerage Services

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

IF THE BROKER REPRESENTS THE OWNER:

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

IF THE BROKER REPRESENTS THE BUYER:

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

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

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

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

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

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

TREC No. OP-K

RES Real Estate Services 1515 Heritage Drive #209 Mc Kinney, TX 75069

Phone: 972.562.9090

Fax:

Charles McKissick

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