

**PROPERTY INFORMATION BROCHURE ON:
36.136 ACRES
LOCATED IN THE ELIZABETH WASHBURN SURVEY A-796
10185 FM 2709
EUSTACE, HENDERSON COUNTY, TEXAS**



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I. Directions: From Eustace go east on FM 316 to FM 2709 turn right (east) on FM 2709 and go approximately 2.6 miles to land on right.

II. Asking Price: \$

III. Financing Information:

- a. Existing - Treat as clear
- b. Terms:
 - 1. Cash
 - 2. Third Party Financing

IV. Property Description:

- A. Improvements:
 - 1. None
- B. Terrain-
 - 1. Soil - Sandy loam and clay
 - 2. Rolling terrain
 - 3. 50% hay meadow 50% wooded area
- C. Road Frontage – See Plat
- D. Water sources -
 - 1. Well needed
 - 2. Small pond
- E. Other information
 - 1. Utilities*
 - a. Electric: TVEC
 - b. Sewer: Septic system required
 - c. Telephone: CenturyLink

***Note:** *Broker does not warrant utilities. Broker advises any prospective Buyer to verify availability of utilities with various utility companies.*

- 2. Restrictions—Subject to any restriction of record and building restrictions.
- 3. Easements—Subject to any visible and apparent easements and any of record.

V. Taxing Authorities and Taxes:

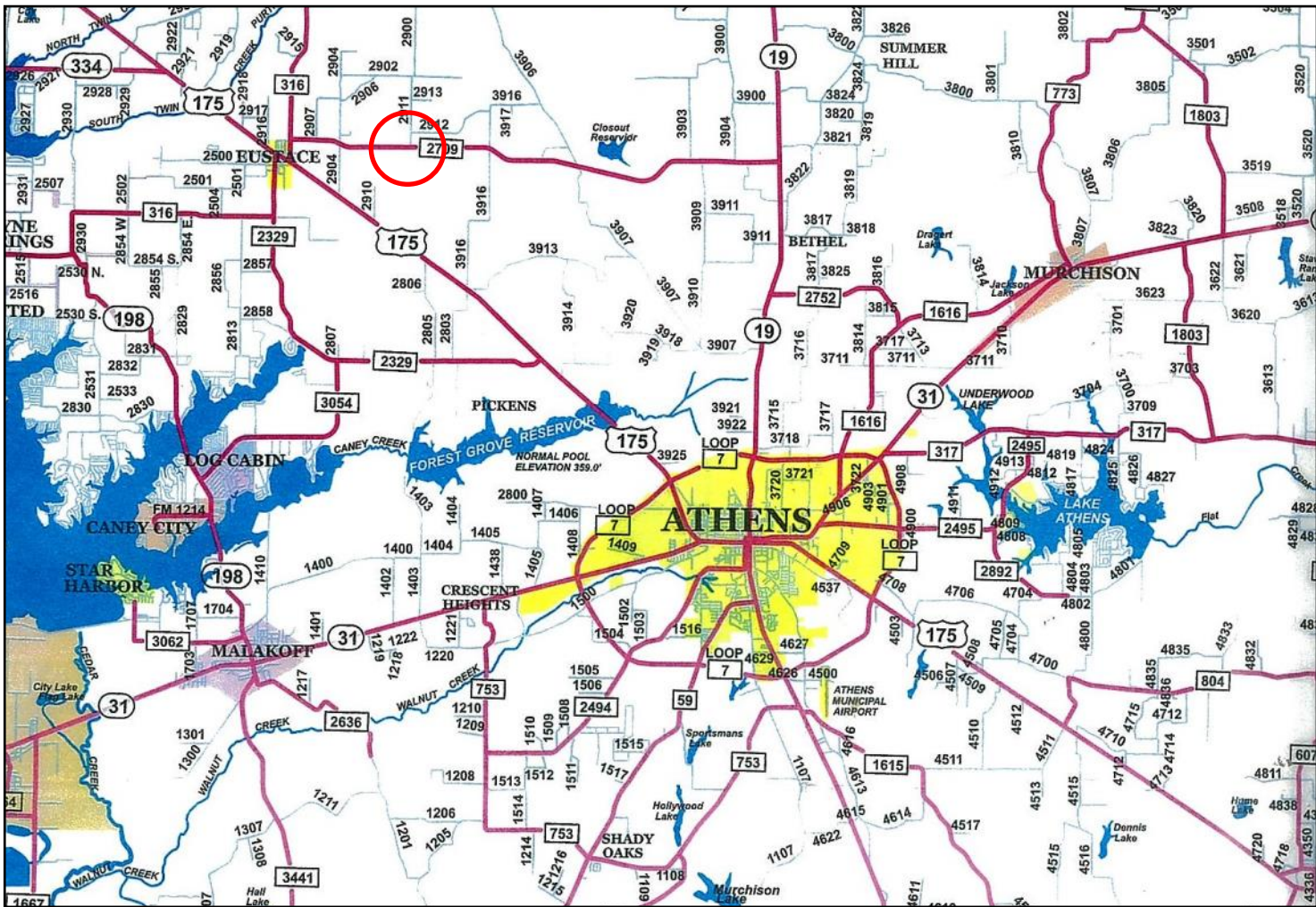
- A. Henderson County Road and General
- B. Athens Independent School District
- C. Total taxes - Approximately \$2,100 per the Henderson County Appraisal District

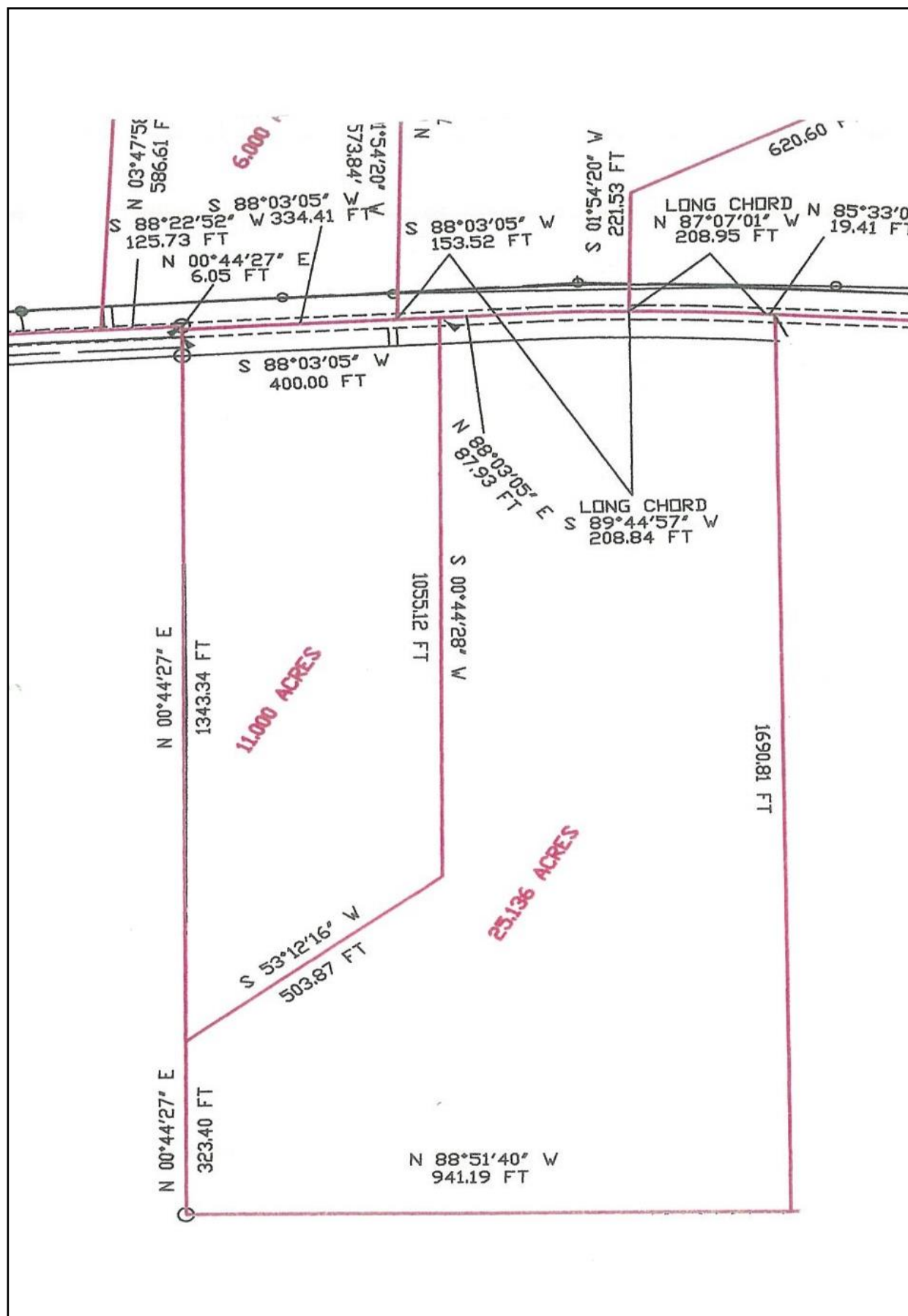
***Note:** *Prospective Buyer is hereby given notice that the property could be subject to a Roll Back tax and Broker advises any prospective Buyer to contact the Henderson County Appraisal District. Exemptions may apply.*

- VI. Minerals:
- A. Oil and Gas - None go with sale. Subject to owner predecessors in title to all oil, gas and liquid hydrocarbons.
 - B. Surface Minerals - Seller to convey 100% of all surface minerals owned. Surface minerals including but not limited to clay, lignite, iron ore, top soil, sulphur or any mineral which if mined is done by surface mining operations.
- VII. Easements:
- A. Any visible and apparent easements.

This material is based upon information, which we, consider reliable, but because third parties have supplied it, we cannot represent that it is accurate or complete, and it should not be relied upon as such. This offering is subject to errors, omissions, changes of price or withdrawal without notice.







**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This declaration of Covenants, Conditions, and Restrictions are made on the 19 day of August, 2020, by **THE CREEK ESTATES, LLC**, (hereinafter referred to as "Owner") and affect title to the following described tract of land:

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas on the Elizabeth Washburn League, A-796, and being all of the called 53.60 acre first tract, all of the called 34.00 acre second tract and a part of the called 159.30 acre third tract conveyed to Jim Choyce Allison, by Imogene Allison Ranch, Ltd., by Special Warranty Deed dated October 25, 2001, and recorded in Volume 2131, Page 788, of the Henderson County Real Property Records. Said lot, tract or parcel of land being more particularly described in Exhibit "A".

NOW, THEREFORE, Owner hereby declares that all of the lands described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the land. Said easements, restrictions, covenants and conditions shall run with, and be part of, said land for all purposes and shall be binding upon all parties having any rights, titles or interest therein or any part thereof as well as their respective heirs, successors and assigns forever. They shall ensure to the benefit of every owner or future owner of any part of portion of said land.

**SUBSTANCE OF RESTRICTIVE COVENANTS
TO RUN WITH THE LAND**

1. This tract or portion of said land shall be used for the purposes of no more than two private single family residences only. No commercial use shall be allowed on any part or portion of said land.

2. No building or structure shall be erected within thirty (30) feet of each boundary line of any tract or tracts of land. No existing building or structure, including mobile homes or double wides, or any part thereof, shall be moved onto, placed upon or permitted to remain on any tract of land except for new portable storage buildings. All other construction must be of new material, except stone or brick used for antique effect. Site built homes only will be allowed on the property. No structure other than a residence complying herewith shall be occupied at any time as living quarters, whether temporary or permanent, except well-maintained travel trailers and/or motorhomes, which may be stored on the

property and used for weekend and/or vacation periods, but not as permanent residences except during the construction period of a new home up to one year. No building, temporary or permanent, except barns or storage facilities, shall be erected or constructed on any tract of the above-described land until a residence complying herewith shall have been completed within six (6) months from the date of commencement of constructions (exterior), and no structure shall contain less than one thousand, five hundred (1,500) square feet of floor space, exclusive of porches and garages. Any barns or outbuildings must be built with new materials.

3. No tract of land shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waster. All such waste shall be kept only in sanitary condition. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

4. The land shall be kept clean and free of any boxes, rubbish, trash, toxic waste, inoperative vehicles, building materials (except during the six (6) month maximum allowed above for construction of a residence), or other unsightly items incompatible with residential usage. No outside toilet or privy shall be erected or maintained on the land for any reason.

5. No sign of any kind shall be displayed to the public view on any tract of land except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

6. No debris, junk vehicles or any vehicle that is not registered in the current year of unsightly accumulation of materials shall be allowed to remain upon any tract of land. Failure to maintain the premises in an orderly condition shall give the Seller, his successors and assigns - and other property owner or owners - the right to restore such tract to an orderly condition and to charge the owner a reasonable fee for such service. Failure to pay the charges for said restoration when it has become necessary for the Seller, his successors and assigns, to so restore shall give the right of Seller, his successors and assigns to place a lien against the property for said service. The charge in any case shall not exceed a reasonable amount.

7. No noxious, offensive or illegal activities shall be conducted upon any tract of land nor shall anything be done thereon which may be or may become an annoyance or nuisance. Trash receptacles shall be covered or screened.

8. No roadway, walkway, passageway, entrance or easement may be conveyed by any owner, or owners, or their successors or assigns to any adjoining property.

9. No vicious pets shall be kept, placed or maintained on any tract of land. Household pets are permissible.

10. The shooting of firearms including rifles, pistols and shotguns on any part of said land is permitted under normal state laws. Shooting ranges or target practice is permitted for personal use only. No commercial shooting ranges are permitted on said lands.

11. This tract of land shall be, subject to an easement for utility purposes over, along and across the front twenty five (25) feet of such tract closest to the public road and twenty five (25) feet along either side boundary line.

12. No owner of any tract shall alter natural drainage patterns in such a way as to damage and/or direct flow onto neighboring tracts.

13. Fencing is permitted on any tract of land including chain link, board, privacy, stone, pipe, brick and barb wire, all of which shall be of new material.

14. No subsequent purchaser or their transferees, assignees or grantees may cut or remove any trees or timber (except for individual homesite clearing, pasture clearing and/or household fireplace uses) from any tract of land for any commercial reason. Each individual owner of a tract of land may clear parts or portions thereof for the purpose of establishing pasture land for cattle and/or horses or any other animals approved by developer or their successors, as is otherwise provided for herein.

15. An owner of this shall not subdivide the land in any way for any purpose, except into no less than two tracts of land.

16. These restrictions shall remain in effect for a period of ten (10) years from the date hereof, and shall automatically be extended for successive periods of five (5) years each, unless an instrument signed by all of the owners of the tracts of land adjoining this tract expressing their desire to change, amend or terminate these restrictions is filed for record in the office of the County Clerk of Henderson County, Texas.

17. One cow or horse per two (2) acres will be permitted on any tract in tract. No commercial poultry and/or swine operations will be allowed on any tract of land.

18. This Declaration of Covenants, Conditions and Restrictions shall be binding upon any Purchaser(s) of any or all of the above described land. It shall also be binding upon their heirs, successors and assigns. These covenants and restrictions shall be binding upon any purchaser of his heirs, successors and assigns. Said covenants and restrictions are for the benefit of this tract and neighboring tract of land. Enforcement of these covenants and restrictions may be by Seller or any other owner or owners of land adjoining this tract of land by any legal proceedings. Failure by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver to do so thereafter.

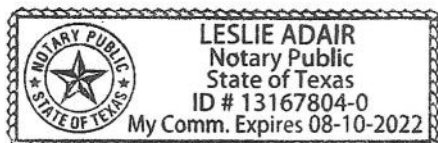
EXECUTED this the 19 day of August, 2020.

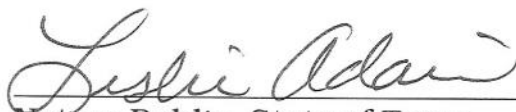
THE CREEK ESTATES, LLC

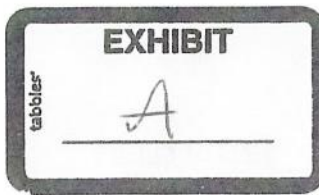

DREW DOUGLAS, Member

THE STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 19 day of August, 2020 by DREW DOUGLAS, Member, on behalf of The Creek Estates, LLC, in the capacity herein stated.




Notary Public, State of Texas



THE CREEK ESTATES, LLC
236.564 ACRES

ELIZABETH WASHBURN LEAGUE
ABSTRACT NO. 796

HENDERSON COUNTY, TEXAS

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the Elizabeth Washburn League, A-796, and being all of the called 53.60 acre first tract, all of the called 34.00 acre second tract and a part of the called 159.30 acre third tract conveyed to Jim Choyce Allison, by Imogene Allison Ranch, Ltd., by Special Warranty Deed dated October 25, 2001, and recorded in Volume 2131, Page 788, of the Henderson County Real Property Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a X marked in a concrete bridge, in the centerline of Briar Creek at the Northeast corner of the called 159.30 acre third tract, at the Northwest corner of the Jeffrey B. Askey 33.48 acre tract recorded under Instrument No. 2019-00003872, of the Henderson County Official Records, at the Southwest corner of the Jimmie A. Pharmakis 51.757 acre tract recorded in Volume 2202, Page 401, of the Henderson County Real Property Records, at the Southeast corner of the Ed Reeve 164.16 acre tract recorded in Volume 2143, Page 641, of the Henderson County Real Property Records and in the centerline of County Road No. 2912;

THENCE along the centerline of said Briar Creek, the East line of the called 159.30 acre third tract and the West line of the said Jeffrey B. Askey 33.48 acre tract as follows, South 02 degrees 12 minutes 19 seconds East 154.00 feet, South 59 degrees 43 minutes 57 seconds East 183.65 feet, South 67 degrees 46 minutes 17 seconds West 188.00 feet, South 42 degrees 18 minutes 10 seconds East 170.00 feet, South 58 degrees 33 minutes 25 seconds East 253.11 feet, South 23 degrees 15 minutes 22 seconds East 275.99 feet, South 13 degrees 43 minutes 41 seconds West 157.65 feet, South 31 degrees 25 minutes 50 seconds East 222.27 feet and South 02 degrees 50 minutes 47 seconds West at 248.92 feet pass the Southwest corner of the said Jeffrey B. Askey 33.48 acre tract and the North right of way line of F.M. Highway No. 2709 and continuing in all 298.72 feet to the Southeast corner of the called 159.30 acre third tract, in the North line of the called 34.00 acre second tract, in the centerline of the State of Texas 7.96 acre easement tract recorded in Volume 547, Page 114, of the Henderson County Deed Records and in the centerline of F.M. Highway No. 2709;

THENCE SOUTH 89 degrees 41 minutes 42 seconds East along the North line of the called 34.00 acre second tract, the centerline of the said State of Texas 7.96 acre easement tract and the centerline of said F.M. Highway, 1217.70 feet to the Northeast corner of the called 34.00 acre second tract and the end of the said State of Texas 7.96 acre easement tract, from WHENCE a 5/8" iron rod set for reference with a plastic cap stamped Carter 1935 in the South right of way line of said F.M. Highway bears South 00 degrees 27 minutes 49 seconds West 50.00 feet;

THENCE SOUTH 00 degrees 27 minutes 49 seconds West 1036.78 feet to the South edge of a 6" iron pipe fence corner found at the occupied Southeast corner of the called 34.00 acre second tract and at an occupied ELL corner of the Bona B. Ranch, LLC, 441.18 acre tract recorded under Instrument No. 2010-00017469, of the Henderson County Official Records;

THENCE NORTH 89 degrees 49 minutes 43 seconds West 1578.84 feet to a 1/2" iron rod found for corner at a fence corner at the occupied Southwest corner of the called 34.00 acre

second tract, in the occupied East line of the called 53.60 acre first tract and at the Westerly Northwest corner of the said Bona B. Ranch, LLC, 441.18 acre tract;

THENCE SOUTH 00 degrees 10 minutes 18 seconds West 628.92 feet to the East edge of a 2-7/8" iron pipe fence corner found for corner at the occupied Southeast corner of the called 53.60 acre first tract, in the occupied Southerly West line of the said Bona B. Ranch, LLC, 441.18 acre tract and at the Easterly Northeast corner of the Robert E. Bradley 125.70 acre tract recorded in Volume 1515, Page 624, of the Henderson County Real Property Records;

THENCE NORTH 88 degrees 51 minutes 40 seconds West 1404.81 feet to the West edge of a 2" iron pipe fence corner found for corner at the occupied Southwest corner of the called 53.60 acre first tract and at an occupied ELL corner of the said Robert E. Bradley 125.70 acre tract;

THENCE NORTH 00 degrees 44 minutes 27 seconds East at 1652.78 feet pass the Northwest corner of the called 53.60 acre first tract and the South line of the called 159.30 acre third tract and continuing in all 1672.80 feet, to the Northeast corner of the Henderson County, Texas, 40.00 foot strip mentioned in quit claim deed recorded in Volume 235, Page 383, of the Henderson County Deed Records, in the said State of Texas 7.960 acre easement tract and in the pavement of said F.M. Highway No. 2709, from WHENCE a 5/8" iron rod set for reference with a plastic cap stamped Carter 1935 in the South right of way line of said F.M. Highway bears South 00 degrees 44 minutes 27 seconds West 56.10 feet;

THENCE SOUTH 88 degrees 22 minutes 52 seconds West along the North line of the said Henderson County, Texas, 40.00 foot strip and the said F.M. Highway No. 2709, 2737.51 feet to the original West line of the called 159.30 acre third tract, from WHENCE a cotton spindle set for reference in the North right of way line of said F.M. Highway and in the centerline of County Road No. 2911, bears North 01 degree 32 minutes 28 seconds East 46.62 feet and the Southwest corner of the called 159.39 acre third tract bears South 01 degree 32 minutes 28 seconds West 20.03 feet;

THENCE NORTH 01 degree 32 minutes 28 seconds East along the West line of the called 159.30 acre third tract and the centerline of the said County Road, 1541.08 feet to a cotton spindle set for corner at the Northwest corner of the called 159.30 acre third tract and at the intersection of County Road No. 2912 leading East, from WHENCE a 5/8" iron rod set with a plastic cap stamped Carter 1935 at a cross tie stretch post bears South 22 degrees 44 minutes 52 seconds East 97.13 feet;

THENCE SOUTH 89 degrees 37 minutes 10 seconds East along the North line of the called 159.30 acre third tract and the said County Road No. 2912, 3955.88 feet to the place of beginning and containing 236.564 acres of land of which 8.247 acres lies in F.M. Highway No. 2709, 1.30 acres lies in County Road No. 2911 and 1.90 acres lies in County Road No. 2912.