

# Helpful Information for offers:

Sellers: Tommy Anderson

Property Address: 000 Red Fox Rd La Grange, TX

Legal Description: CLEAR LAKE PINES, SEC 4 LOT 454 .3657 15,930 SFT, VACANT LOT

Attorneys:

Leases:

Residential: \_\_\_\_\_

Fixture: \_\_\_\_\_

OGM Lease: \_\_\_\_\_

Cattle or AG leases: \_\_\_\_\_.

Title Company:

AquTitle 512.540.4469

Marble Falls Office 605 Ave. G,

Marble Falls, TX 78654

Earnest money is **at least 1% of sales price**. If Buyer needs Option period, \$50 per day.

Survey available: **yes, subdivision survey is available**

**Restrictions: coming soon.**

Paragraph 9 information:

South Central Real Estate 9001473....PO Box 251, Schulenburg, Tx 78956 979-743-1737

Supervisor: Tanya Schindler, Broker 510632.....Listing agent: Tanya Schindler 510632

concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

## H. SELLER'S DISCLOSURE:

- (1) Seller  is  is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller  is  is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller  is  is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller  is  is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller  is  is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller  is  is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller  is  is not aware that the Property is located  wholly  partly in a floodplain.
- (8) Seller  is  is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary):



# SUBDIVISION INFORMATION, INCLUDING RESALE CERTIFICATE FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION

(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at 000 Red Fox Rd 78945-5784 (Street Address), City of La Grange, County of Fayette, Texas, prepared by the property owners' association (Association).

- A. The Property  is  is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.
- B. The current regular assessment for the Property is \$ 245.00 per year.
- C. A special assessment for the Property due after this resale certificate is delivered is \$ 0 payable as follows \_\_\_\_\_ for the following purpose: \_\_\_\_\_.
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ 0.
- E. The capital expenditures approved by the Association for its current fiscal year are \$ 0.
- F. The amount of reserves for capital expenditures is \$ 0.
- G. Unsatisfied judgments against the Association total \$ 0.
- H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there  are  are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: \_\_\_\_\_.
- I. The Association's board  has actual knowledge  has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are: \_\_\_\_\_.
- J. The Association  has  has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.
- K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$ 0. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee). \_\_\_\_\_

L. The Association's managing agent is Don Goodwin  
(Name of Agent)

210 Clear Lake Dr. La Grange, TX 78945  
(Mailing Address)

979-242-5969  
(Telephone Number) (Fax Number)

LDG0001@CYCTX.com  
(E-mail Address)

M. The restrictions  do  do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.  
REQUIRED ATTACHMENTS:

- 1. Restrictions
- 2. Rules
- 3. Bylaws
- 4. Current Balance Sheet
- 5. Current Operating Budget
- 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities
- 7. Any Governmental Notices of Health or Housing Code Violations

**NOTICE: This Subdivision Information may change at any time.**

Clear Lake Pines Maint. Corp.  
Name of Association

By: Don Goodwin

Print Name: DON GOODWIN

Title: President

Date: 2-3-25

Mailing Address: same

E-mail: same

This form has been approved by the Texas Real Estate commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 37-5. This form replaces TREC No. 37-4.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

**ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION**  
(NOT FOR USE WITH CONDOMINIUMS)  
**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**



0000 RED FOX RD & PINE CIRCLE

La Grange

TX 78945

(Street Address and City)

Clear Lake Pines (979) 242-5969

(Name of Property Owners Association, (Association) and Phone Number)

**A. SUBDIVISION INFORMATION:** "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within \_\_\_\_\_ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within \_\_\_\_\_ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer  does  does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 4. Buyer does not require delivery of the Subdivision Information.

**The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.**

**B. MATERIAL CHANGES.** If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

**C. FEES AND DEPOSITS FOR RESERVES:** Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed \$ 50.00 and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D.

**D. AUTHORIZATION:** Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal),  Buyer  Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

**NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION:** The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Buyer

Seller *Tommy Anderson*  
Tommy Anderson

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract 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 (www.trec.texas.gov) TREC No. 36-10. This form replaces TREC No. 36-9.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021



**ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT**

**ASSESSMENT TO** Fayette County, **TEXAS**  
(insert name of municipality or county levying assessment)  
**CONCERNING THE FOLLOWING PROPERTY**

0000 RED FOX RD & PINE CIRCLE La Grange TX 78945  
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to Fayette County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Fayette County Groundwater Conservation District (the "District") created under Fayette County Groundwater Conservation District (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Fayette County (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by Fayette County Commissioners Court (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Fayette County (insert name of municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

*Tommy Anderson*  
Signature of Seller Tommy Anderson Date \_\_\_\_\_

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_



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TREC No. 53-0  
TXR 1955

*Deed Restrictions*  
*of*  
**CLEAR LAKE PINES SUBDIVISION**  
**Sections 1, 2, 3, 4**

1- The premises are conveyed and shall be used exclusively for residential purposes, except those lots designated as business or commercial areas on the recorded maps of Clear Lake Pines, and no more than one single-family dwelling house may be erected on each residential lot and shall not exceed two (2) stories in height. No building may be moved into Clear Lake Pines.

2-Plans for new construction of any kind must be submitted to the Clear Lake Pines Maintenance Corporation Board, hereafter referred to as "Board", for approval thirty (30) days prior to contractual obligation. In addition, a permit must be obtained for septic from the Fayette County Health Department.

3-Exterior of all building must be kept neat in appearance. All new construction must be completed in one hundred twenty (120) days from date construction begins. All building must be constructed entirely at the building site and shall be of materials that shall conform to the general appearance that prevails in the subdivision. No used materials may be used in any construction without written consent of the Board. No building or structure is permitted if the Board considers it to be detrimental to the development.

4-No exceptions to these covenants shall be permissible except as may be approved by the Board and then only on a case-by-case basis.

5-New dwellings must contain a minimum of 1200 square feet of living space, which includes all enclosed areas and screened porches. It does not include attached or unattached garages, carports, storage units or unattached additional living space.

6-No structure shall be constructed closer than twenty (20) feet from front property line of each lot. No structure will be permitted closer than five (5) feet from any property line side or rear.

7-No lot shall be re-subdivided.

8- Both prior to, and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for parking and no vehicle shall be parked on the street for more than a twenty four (24) hour period.

9-Easements are subject to the right to install and service electric lines, telephone lines, gas lines, water mains, sewer lines and drains along ten (10) feet of the front and five (5) feet of the back lines and sides of each lot; however, where an owner of two or more adjoining lots constructs a building which will cross over or through a said common lot line shall not be subject to the aforesaid side line easement. The right to construct said facilities shall also be retained on all streets, rights of way, beaches or recreation areas.

10-No permanent outside toilets shall be allowed.

11-No waste shall be permitted to enter the lakes, and sanitary arrangements must comply with the Fayette County health laws and regulations.

12-No motors more than five (5) horsepower may be permitted on the lakes.

13-No skiing will be permitted on the lakes.

14-No trot lines or jug lines will be permitted in the lakes.

15-No animals except household pets shall be kept or maintained on said premises. No lot shall be used for the purpose of breeding any animals of any character. All animals susceptible to rabies must be vaccinated annually in accordance with state law. All animals must be maintained in such a way as to not infringe on the rights of other residents such as damaging or despoiling property, excessive barking, menacing or attacking persons.

16-Signs may be permitted for the sole purpose of directional, safety, and for the sale of residential property. Any other signs must have approval by the Board and will be used on a temporary basis only.

17- The owner of each lot shall keep same clean and free of man made debris. Each lot must be maintained in a sanitary and healthful manner. Upon failure to do this the Board shall have the lot cleaned to meet the conditions stated in these restrictions. Costs shall be payable by the owner within thirty (30) days to Clear Lake Pines Maintenance Corporation.

18-No lot shall be used as a dumping ground for garbage or other refuse and all storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be on public display except on pick-up days.

19- All unsightly vehicles, storage, accessories, parts or objects must be facilitated and protected from the view of the other residents of the subdivision and shall not be visible from the street.

20-No fireworks of any kind are allowed in Clear Lake Pines at any time.

21-No burning of any kind of material is allowed in Clear Lake Pines.

22-No noxious or offensive trade may be carried on upon any lot nor shall anything be done thereon which may be, or become, an annoyance to the neighbourhood.

23-No structure of a temporary character, mobile home, travel trailer, bus, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence.

24-Any and all types of fencing, boat docks, floats, or other structural improvements must be approved by the Board before erection of same can be commenced.

25-All recreational facilities at Clear Lake Pines are for the use of the property owners and their guests, when accompanied by property owner and are to be used at their own risk.

26- Any vehicle powered by an internal combustion engine using the roads of Clear Lake Pines must be licensed for use of roads.

27-Only licensed drivers are allowed to motorized vehicles on the roads of Clear Lake Pines.

28- The speed limit for all vehicles is 15 miles per hour on the roads of Clear Lake Pines.

29- No hunting or discharge of firearms are allowed within the boundaries of Clear Lake Pines.

30- These restrictions and covenants shall run with the land and may be changed or revoked by a majority vote of the members in Clear Lake Pines Maintenance Corporation with each member having one vote. Such restrictions and covenants shall apply to Section 1,2,3, and 4 of Clear Lake Pines and shall be binding on all owners, their heirs, assigns, and successors.

31- The Corporation shall assess a maintenance fee per month against each property owner in the development. These fees are to be used to maintain the roads, lakes, and community areas, and to pay other expenses including the cost of enforcing these restrictions by any proceedings at law or in equity. To secure payment of said maintenance fee Clear Lake Pines Maintenance Corporation is hereby granted a lien upon each lot to secure payment thereof.

32- The Board of Directors of Clear Lake Pines Maintenance Corporation shall from time to time review the needs of the property and subdivision to determine if the amount of maintenance fee is adequate to meet such needs. If it is determined that the maintenance fee is more or less than adequate, the Board may adjust the charge to meet such needs. The Board can never set such fee to increase more than 10% (ten) of the current maintenance fee and cannot increase more than one time within a 12 twelve month period.

33-If any persons shall violate or attempt to violate any of the restrictions or covenants herein, it shall be lawful for the Clear Lake Pines Maintenance Corporation or any other person(s) owning real property situated in the subdivision to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants and either to prevent them from so doing or to recover damages or other dues from such violation.

Upon approval these restrictions will be recorded at the Fayette County Courthouse and will be enforced and become effective immediately. Any complaint from property owners in regard to violation of these restrictions must be submitted to the board in writing.

SCALE 1" = 50'

**SURVEY MAP OF:**

**LOTS 449 & 450, OF CLEAR LAKE PINES, SECTION FOUR, A SUBDIVISION IN FAYETTE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 1 PAGE 32, OF THE PLAT RECORDS OF FAYETTE COUNTY, TEXAS. LOCATED ON RED FOX LANE AT OTTO LANE.**

NOTE: This survey was prepared without the benefit of a title commitment, and all of the easements, restrictions, and other matters of record which affect this tract may not be shown hereon.

**LEGEND**

- ⊙ 3/8" Iron Rod Found
- 1/2" Iron Rod Found
- x - Wire Fence
- - - Existing Utility Line
- ( ) Record Bearing & Distance

THE STATE OF TEXAS \* \*  
COUNTY OF FAYETTE

The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property has access to and from a dedicated road. This property is located in Zone X (other areas-areas determined to be outside the 1% annual chance of flood) according to the Federal Emergency Management Agency Flood Insurance Rate Map 480815 0100-C, Dated October 17, 2006. THIS the 17TH day of JUNE A.D. 2013

BY   
Timothy D. Hearritge  
Reg. Professional Surveyor No. 5036

**HEARITGE SURVEYING CO.**  
727 West Point Loop, West Point, Texas 78963  
(979)242-3485 C 173138

