

**PROPERTY INFORMATION BROCHURE ON:
CLEARVIEW FARMS LLC—FM 2709
LOCATED IN THE A. DE LA GARZA SURVEY A-250
ATHENS, HENDERSON COUNTY, TEXAS 75752**



**STEVE GRANT
REAL ESTATE LLC**

Offered Exclusively By:
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**GENERAL INFORMATION ON:
CLEARVIEW FARMS LLC – FM 2709
LOCATED IN THE A. DE LA GARZA SURVEY A-250
ATHENS, HENDERSON COUNTY, TEXAS 75752**

- I. LOCATION:** The subject property is located on FM 2709 in Athens.
Directions: From Athens, go north on Texas Highway 19 to FM 2709 and turn left. Property is on the left approximately one mile.
Latitude: 32.306212
Longitude: -95.862567
- II. ASKING PRICE:**
A. Property is being offered for sale as a whole —See website
B. Property is being offered for sale in two equally divided tracts of 6.630 acres.
1. Tract 1 East—See Website
2. Tract 1 West—See Website
- III. FINANCING INFORMATION:**
A. Existing - Treat as Clear
B. Terms -
1. Cash
2. Third-Party Financing
- IV. PROPERTY DESCRIPTION:**
A. Tract 1 (As a Whole) —13.260 Acres
1. Terrain - Rolling terrain with sandy loam soil, native East Texas hardwoods and wet weather creek.
2. Wildlife - Abundant wildlife including deer, squirrels, hogs and birds.
B. Tract 1 East—6.630 Acres
1. Property has creek, wet weather pond, mature hardwoods, rolling terrain.
2. Has private drive frontage.
C. Tract 1 West—6.630 Acres
1. Property has mature hardwoods with a beautiful canopy of tall hardwoods overlooking wildlife habitat.
2. Offers multiple building sites overlooking creek.
- V. UTILITIES AVAILABLE:**
A. Electric - Trinity Valley Electric Co-op at the road. (972-932-2214)
B. Water - Water well required.
C. Internet - No service at property.
D. Telephone - CenturyLink (877-862-9343)
E. Natural Gas - None available. Propane tanks are permitted.
- *Note: Broker does not warrant utilities. Broker advises any prospective Buyer to verify availability of utilities with various utility companies.***
- VI. TAXES AND TAXING AUTHORITIES:**
A. Henderson County
B. Athens Independent School District

- C. Estimated Taxes per the Henderson County Appraisal District are as follows:
1. Tract 1 - Approximately \$28.90 per year w/exemptions or \$1,052.97 per year without
 - a. Tract 1 E - Approximately \$14.45 per year w/exemptions or \$526.49 per year without
 - b. Tract 1 W - Approximately \$14.45 per year w/exemptions or \$526.49 per year without

****Note: Property currently has a wildlife exemption on the property. All Purchasers must file an application with the Henderson County Appraisal District to continue exemption. Exemption is subject to the approval of the Henderson County Appraisal District.***

VI. OTHER INFORMATION:

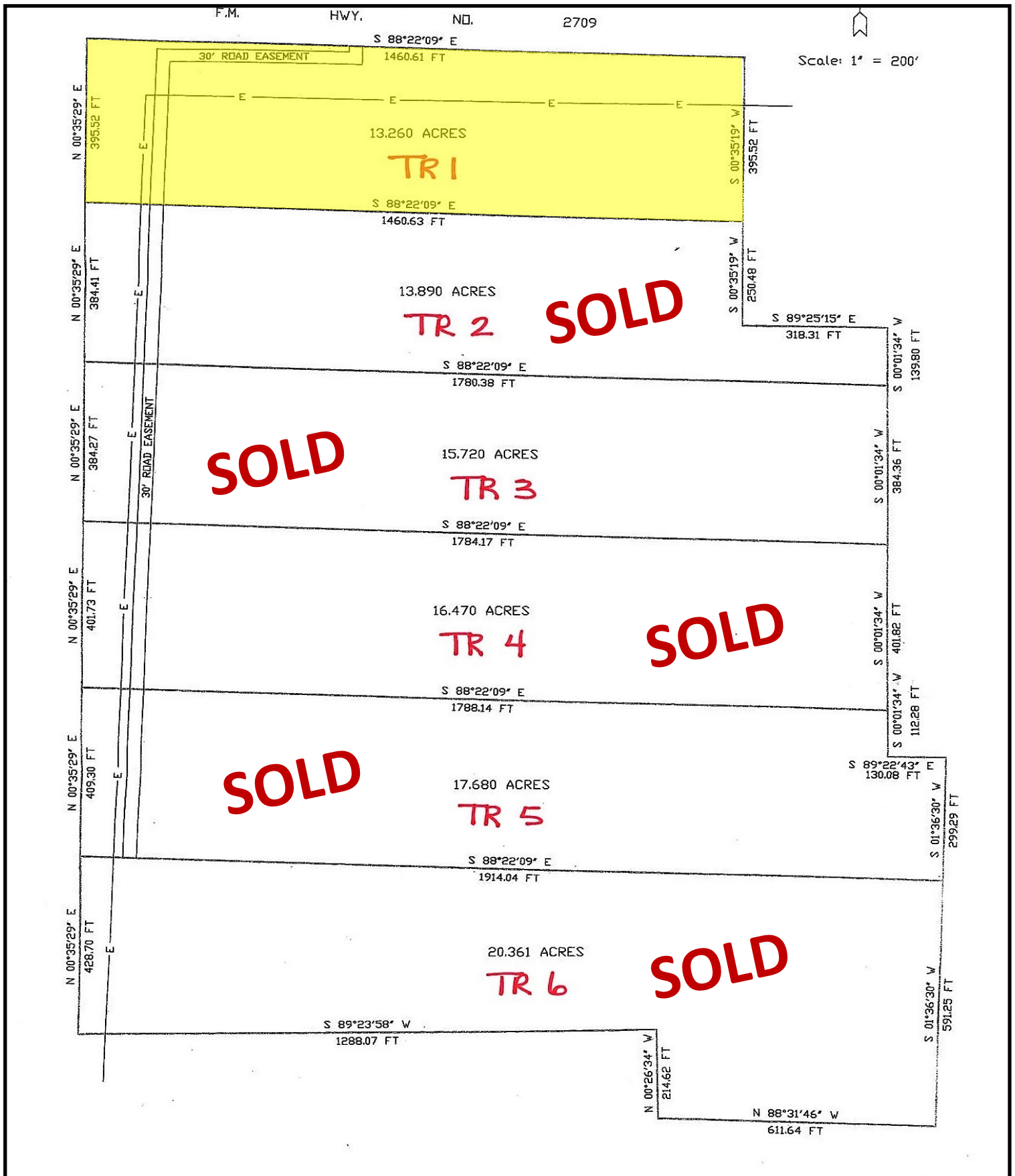
- A. Easements and Right-of-Ways—Property is subject to all visible and apparent easements and any and all recorded easements of record including, but not limited to the following:
1. Ray Burn County Electric Co-op
 2. A 30' wide easement for ingress and egress to all tracts. This easement is for the benefit of all tract owners.
 3. Electric Service Easement—Trinity Valley Electric Co-op
- B. Restrictions—Subject to any restrictions of record including the restrictions contained herein.

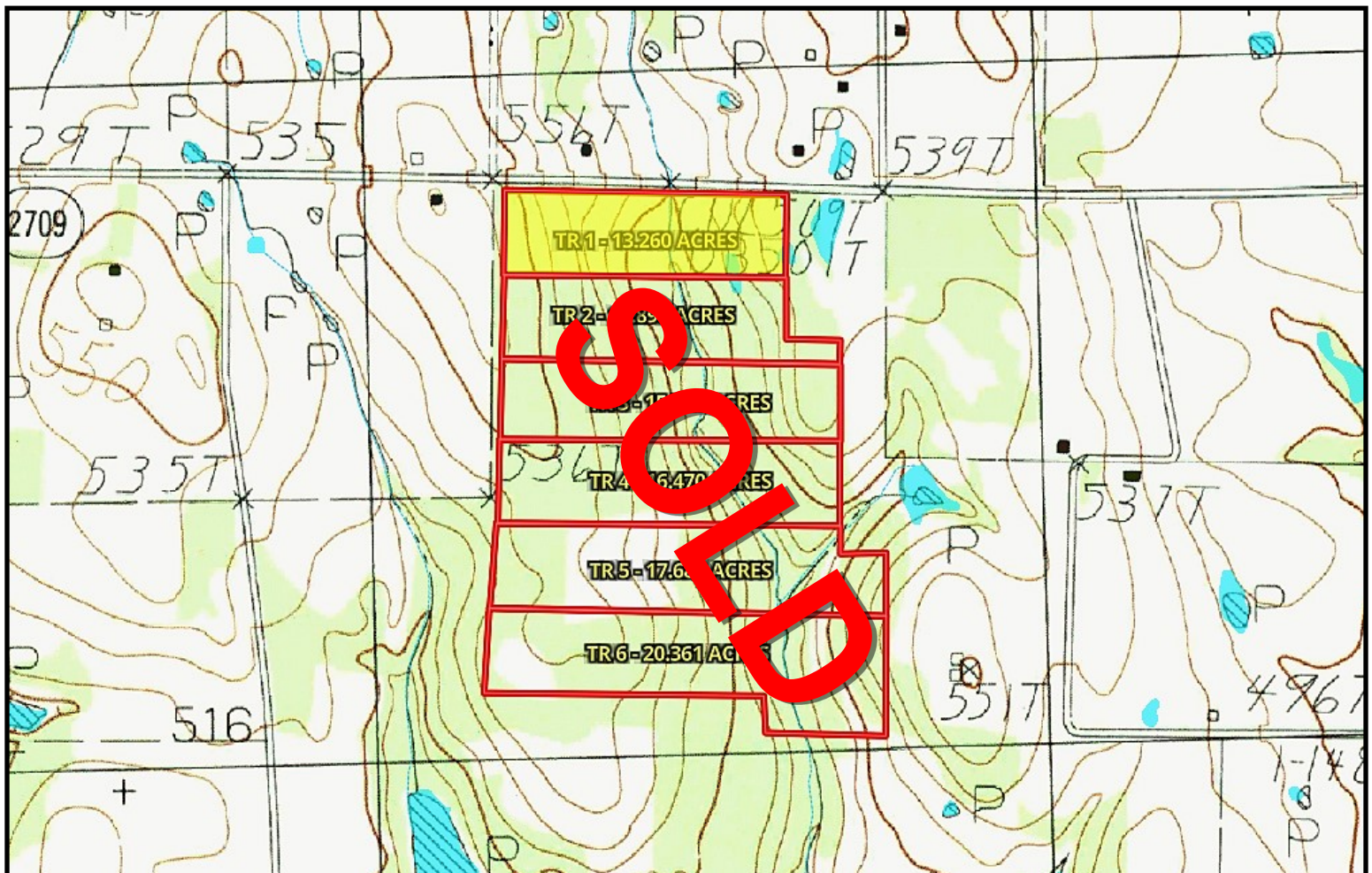
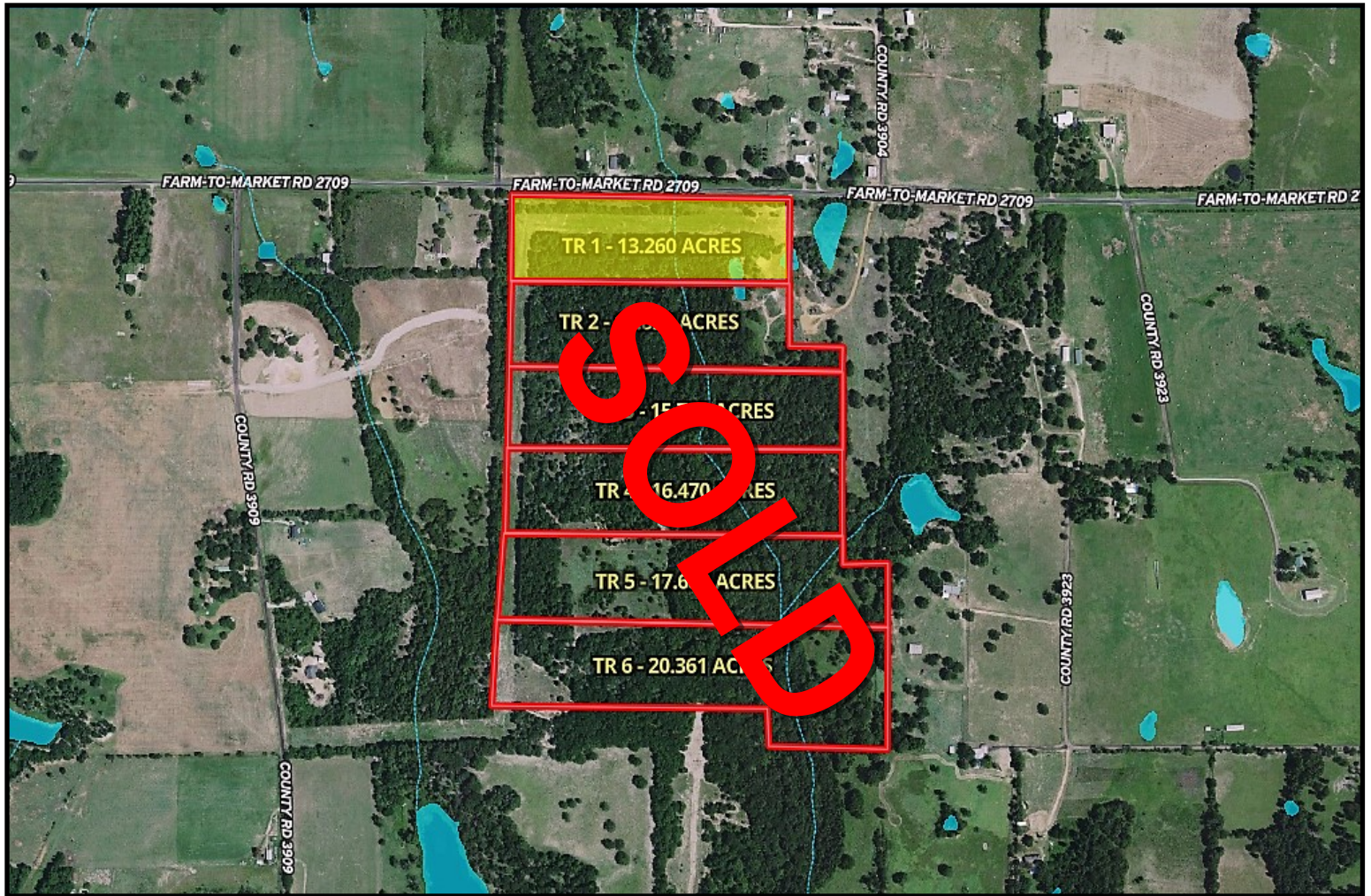
*****Note: This material is based upon information which we, Steve Grant Real Estate LLC, consider reliable, but because it has been supplied by third parties, we cannot represent that it is accurate or complete, and it should not be relied upon as such. This offering is subject to errors, omissions, change of price or withdrawal without notice. Texas law requires all licensees to provide the Texas Real Estate Commission Information About Brokerage Services and the Texas Real Estate Commission Consumer Protection Notice, which can be found at www.SteveGrant.com.***





Tract 1 FM 2709—As A Whole

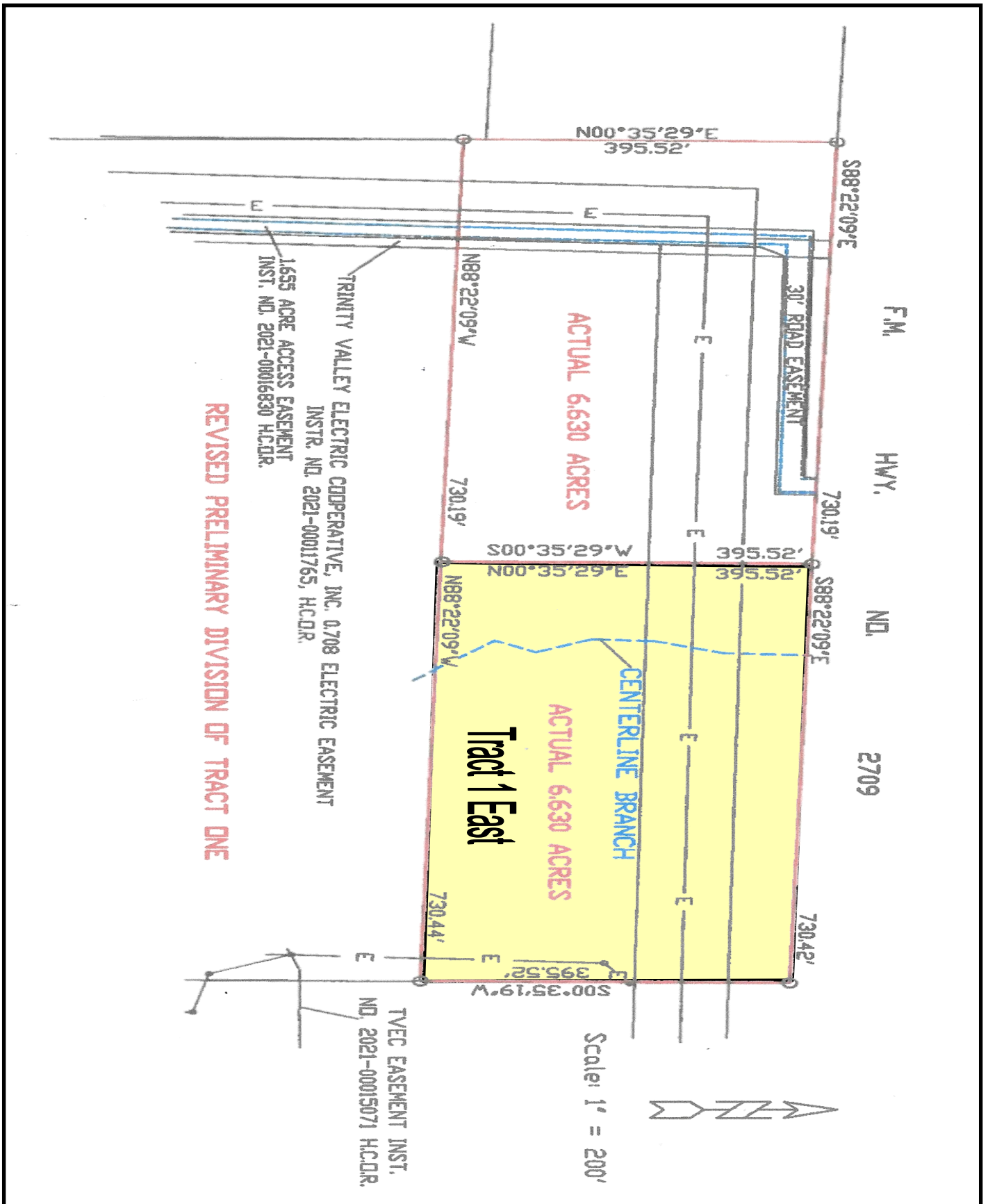




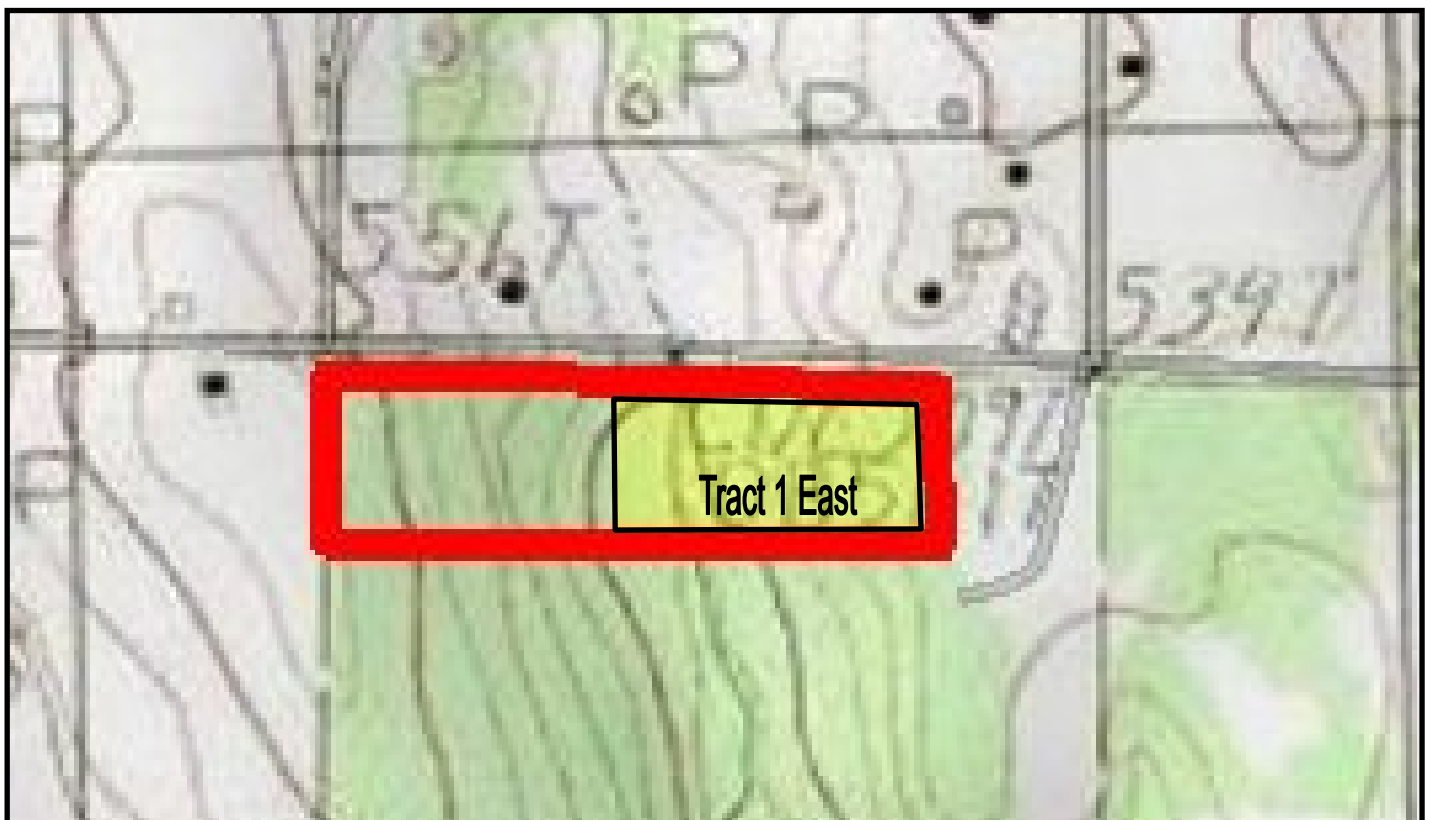
Tract 1 East FM 2709



Tract 1 East FM 2709



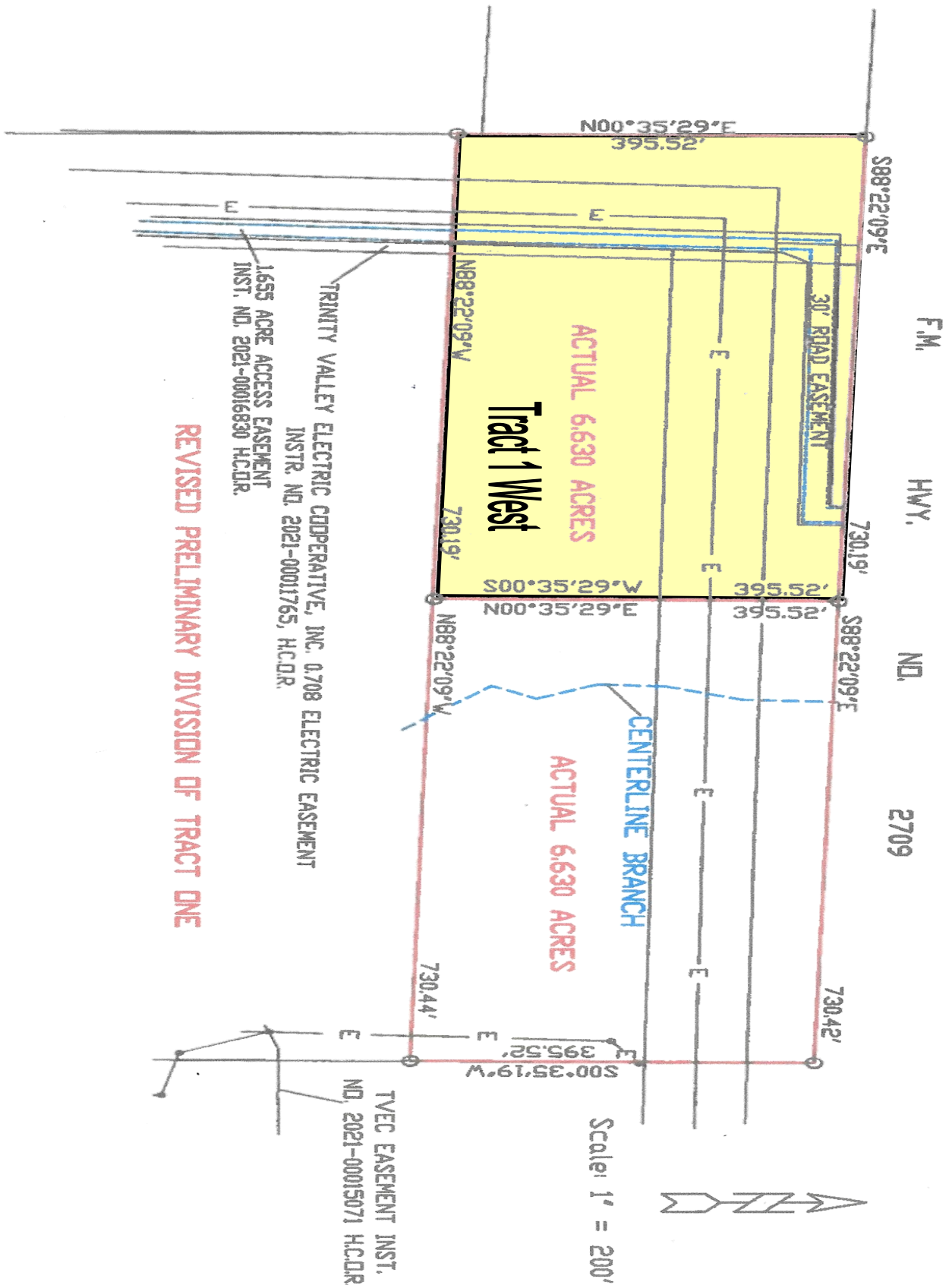
Tract 1 East FM 2709



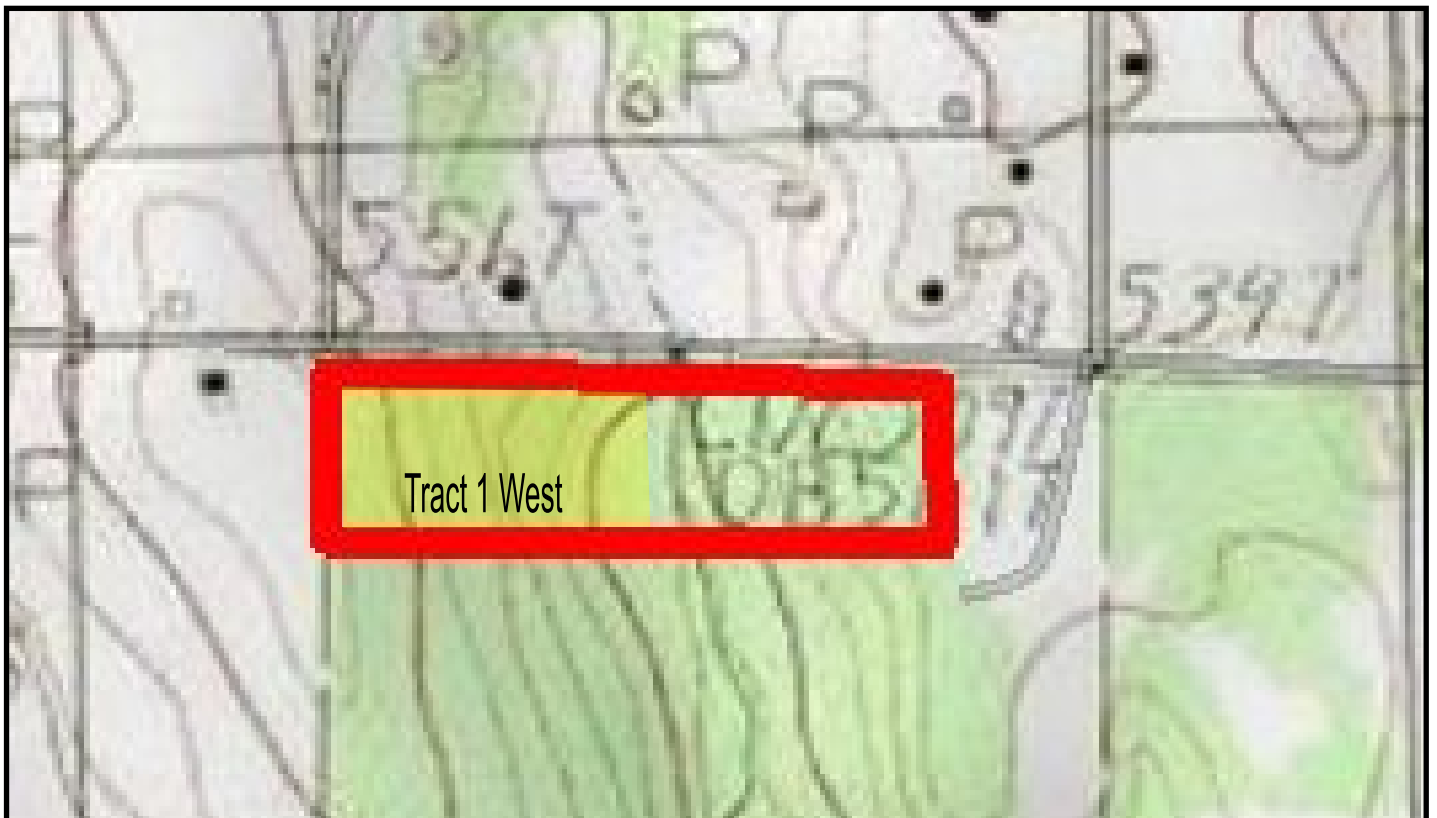
Tract 1 West FM 2709



Tract 1 West FM 2709



Tract 1 West FM 2709



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made on the date reflected by each acknowledgment hereto, but are effective as of July 15, 2021 by **CLEARVIEW FARMS, LLC** (hereinafter referred to as "Declarant") and affect title to the following described Property:

All of that certain lot, tract, or parcel of land situated in the A. De La Garza Survey, A-250, Henderson County, Texas and being the residue of a called 97.12 acre tract of land known as Tract One described by deed recorded in Volume 1321, Page 55, of the Deed Records of Henderson County, Texas, and being more fully described by metes and bounds as follows.

BEGINNING at a found cross tie fence corner for the southeast corner of this tract and also being the original southeast corner of the above mentioned 97.12 acre tract of land;

THENCE N89°04'49"W 611.23 feet generally with a fence to a found 5/8" iron rod for the most easterly southwest corner of this tract and also being the southeast corner of a called 6.28 acre tract known as First Tract recorded in Volume 1038, Page 127;

THENCE N01°00'56"W 214.59 feet generally along a fence to a found 5/8" iron rod for an ell corner of this tract and also being the northeast corner of the above mentioned 6.28 acre tract;

THENCE S88°48'38"W 1287.72 feet to a found 5/8" iron rod for the southwest corner of this tract;

THENCE NORTH at 2032.02 feet pass a found 1/2" iron rod at a cross tie fence corner for reference and continuing in all 2403.89 feet generally along a fence and with the line of directional control to a set 1/2" iron rod at a cross tie fence corner for the northwest corner of this tract located in the south R.O.W of F.M. 2709 and also being the original northwest corner of the above mentioned 97.12 acre tract;

THENCE S88°57'10"E 1460.42 feet along the above mentioned R.O.W. to a set 1/2" iron rod for the northeast corner of this tract and also being the northwest corner of a 10.00 acre tract surveyed this date;

THENCE SOUTH 646.01 feet to a set 1/2" iron rod for an ell corner of this tract and also being the most northerly southwest corner of a 10.00 acre tract surveyed this date;

THENCE EAST 318.24 feet to a set 1/2" iron rod for an ell corner of this tract;

THENCE S00°34'05"E 1038.24 feet to a set 1/2" iron rod for an ell corner of this tract and also being the most southerly southwest corner of a 10.00 acre tract

surveyed this date;

THENCE EAST 129.80 feet to a set 1/2" iron rod for the most southerly northeast corner of this tract and also being the southeast corner of a 10.00 acre tract surveyed this date and being located in the east line of the above mentioned 97.12 acre tract;

THENCE S01°02'00"W 890.78 feet generally with a fence to the place of beginning and containing 97.35 acres of land.

(hereinafter referred to as the "Property").

RECITALS

1. The Declarant is the present Owner of all of the Property above described.
2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts, parcels, tracts, or subdivisions of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels, lots, tracts, or subdivisions that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, Declarant and Owner hereby declares that all of the Property 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 Property. Said easements, restrictions, covenants and conditions shall run with, and be part of, said Property 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 inure to the benefit of every owner or future owner of any part or portion of said Property.

DEFINITIONS

- 1.01. "Declarant" means Clearview Farms, LLC.
- 1.02. "Lot" or "Tract" means any subdivisions of the Property.

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or Tract of Property which comprise the Property. "Owner" includes contract sellers but excludes persons having only a security interest.

SUBSTANCE OF RESTRICTIVE COVENANTS TO RUN WITH THE PROPERTY

2.01. Each Tract or portion of said Property shall be used for the purposes of one private single-family residence only and the other structures as allowed in Paragraph 2.02. No commercial use shall be allowed on any part or portion of said Property. No soil or timber may be removed until the Property is paid in full.

2.02. No building or structure shall be erected within thirty (30) feet of each boundary line of any Tract or Tracts of the Property. No existing building or structure, including mobile homes or manufactured homes shall be moved onto, placed upon or permitted to remain on any Tract of the Property. Site built homes only will be allowed on the Property. Construction must be complete within nine (9) months of commencement. No residence shall contain less than one thousand five hundred (1,500) square feet of floor space, exclusive of porches and garages. All construction must be of new material, except stone or brick used for antique effect. No structure other than a residence complying herewith shall be occupied at any time as living quarters, whether temporary or permanent, except after the construction of a residence the following are allowed: (a) 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, and (b) barndominiums or guest homes that comply with all building restrictions, except such structure are only required to be a minimum of 400 square feet in size, exclusive of any porches. No building, temporary or permanent, except barns or storage facilities, shall be erected or constructed on any Tract of the above-described Property until a residence complying herewith shall have been completed. Any barns or outbuildings must be built with new materials. No structure may be utilized as a duplex or multiple family rental.

2.03. No Tract of the Property shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste. 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.

2.04. The Property 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 Property for any reason.

2.05. No sign of any kind shall be displayed to the public view on any Tract of the Property 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.

2.06. No debris, junk vehicles, or any vehicle that is not registered in the current year, or unsightly accumulation of materials shall be allowed to remain upon any Tract of the Property. Failure to maintain the premises in an orderly condition shall give the Owner, his successors and assigns, 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 Owner, his successors and assigns, to so restore shall give the right to 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.

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

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

2.09. No vicious pets shall be kept, placed or maintained on any Tract of the Property. Household pets are permissible.

2.10. No target practice, or other repetitive shooting, with any firearm shall be conducted upon the Property. Otherwise, hunting and the firing of firearms is permitted provided reasonable care and precautions are observed and practiced.

2.11. All Tracts of the Property 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 easement for ingress and egress herein described.

2.12. No owner of any Tract of the Property shall alter natural drainage patterns in such a way as to damage and/or direct flow onto neighboring Tracts.

2.13. Fencing is permitted on any Tract of the Property, including chain link, board, privacy, stone, pipe, brick and barbed wire, all of which shall be of new material, except no fence or gate may be constructed upon or within 10 feet of the road easement located on the Property. Any fence that is constructed shall be subject to the rights, rules, and regulations of the owners of all utility easements.

2.14. No subsequent purchaser of any Tract of the Property, 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 the Property for any commercial reason. Each individual owner of a Tract of the Property may clear parts or portions thereof for the purpose of establishing pasture land for cattle and/or horses or any other animals approved by Declarant or its successors, as is otherwise provided for herein.

2.15. No owner, other than Declarant, may divide any portion of the Property herein described into smaller Tracts.

2.16. One cow or horse per two (2) acres will be permitted on any Tract of the Property. No commercial poultry and/or swine operations will be allowed on any portion of the Property.

2.17. An easement for ingress and egress is reserved and granted to each Tract that comprises the Property in the location described in Exhibit "A" attached hereto, which is a 30 foot easement. No Owner shall construct any fence or gate to obstruct this easement. The roadway shall be the sole responsibility of all of the Owners of the Property and each Owner of a Tract of the Property upon approval of the work by 75% of the owners of the Tracts that comprise the Property shall contribute an equal share to maintain and repair this roadway. Failure to pay the charges for said maintenance and repair when it has become necessary for the Owner, his successors and assigns, to so maintain or repair the roadway shall give the right to each Owner, his successors and assigns, to place a lien against the Tract Owner that does not pay their proportionate share of the costs to maintain and repair the roadway. The charge in any case shall not exceed a reasonable amount. Declarant and each property Owner shall have the right, but not the obligation, to make reasonable repairs to the roadway; but, any work performed without the approval of 75% of the Owners of the Property shall be done at the sole expense of the Owner, Owners, or Declarant that performs such work.

2.18. 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 75% of the Owners of the Tracts of the Property expressing their desire to change, amend or terminate these restrictions is filed of record in the office of the County Clerk of Henderson County, Texas.

2.19. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Tract Owner.

2.20. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver to do so thereafter.

2.21. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

2.22. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Homeowners' Association

3.01. "Association" means an [incorporated *or* unincorporated] association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area

as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

3.02. "Board" means the Board of Directors of the Association.

3.03. At any time after Declarant has sold all Tracts of the Property, unless Declarant approves, a homeowners' association may be formed upon the approval of 75% of the Owners of the Tracts that comprise the Property. Such homeowners' association shall be operated according to the provisions herein stated. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

3.04. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

3.05. The Association shall be managed by the Board.

3.06. Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of 3 directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

3.07. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of any Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least annually.
- (m) To manage and maintain all of the Common Area and the Roadway easement in a state of good repair.

- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

Executed on this ____ day of _____, 2021.

CLEARVIEW FARMS, LLC

By: _____
Randall Shelton, Manager

STATE OF TEXAS

COUNTY OF HENDERSON

This instrument was acknowledged before me on the ____ day of _____, 2021, by Randall Shelton, manager of Clearview Farms, LLC, on behalf of said company, and in the capacity herein stated.

Notary Public, State of Texas

