

**PROPERTY INFORMATION BROCHURE ON:
“MEADOW PARK” - AN UNRECORDED SUBDIVISION
LOCATED IN THE O. M. WARE SURVEY A-845
AND THE JOHN M. ROWDEN SURVEY A-669
ATHENS, HENDERSON COUNTY, TEXAS 75752**



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LOCATED IN THE O. M. WARE SURVEY A-845
AND THE JOHN M. ROWDEN SURVEY A-669
ATHENS, HENDERSON COUNTY, TEXAS 75752

- I. **LOCATION:** The subject property is a restricted single-family residential community located approximately six miles from the City of Athens.
- A. Directions—From Athens, go east on US Highway 175. The property is on the left (north side) of US Highway 175. Look for signs.
- B. GPS Coordinates—
1. Latitude: 32.169784999999997
 2. Longitude: -95.769425999999996
- II. **ASKING PRICE:**
- A. Tract 3 (10.6792 Acres)—See website for pricing.
- B. Tract 4 (10.68 Acres)—See website for pricing.
- C. Tract 6 (10.68 Acres)—See website for pricing.
- D. Tract 7 (10.68 Acres)—See website for pricing.
- E. Tract 8 (5.9896 Acres)—See website for pricing.
- III. **FINANCING INFORMATION:**
- A. Existing—Clear
- B. Terms—
1. Cash
 2. Conventional
 3. Owner Financing - 10% Down, 10% Interest, and 40 Year Term
- IV. **PROPERTY DESCRIPTION:**
- A. Improvements—No improvements.
1. Tract Summary—
 - a. Tract 3—Partially wooded with native hardwood and a hay meadow
 - b. Tract 4—Mostly open with mature hardwoods located on perimeter edge of property
 - c. Tract 6—Mostly open with mature trees on east property line
 - d. Tract 7—Mostly open with bank of mature trees and frontage on US Highway 175
 - e. Tract 8—“The Pearl of Meadow Park” with huge hardwoods, some open areas, private driveway, and frontage on US Highway 175. This tract does not participate with Joint Road Agreement expenses.
- B. Terrain —
1. Soil—Sandy loam soil
 2. Rolling/Hilly/Flat—Mostly flat with gentle roll
 3. Wooded or Open—Partially open and wooded
 4. % in Production—Property currently has a timber exemption. See tax section.

- C. Road Frontage—
 - 1. Tract 3—Approximately 304.98' on Private Road
 - 2. Tract 4—Approximately 70' on Private Road
 - 3. Tract 6—Approximately 296.23' on Private Road
 - 4. Tract 7—Approximately 618' on Private Road and approximately 566.52' on US Highway
 - 5. Tract 8—Approximately 723.56' on US Highway 175 with access
- D. Water Source—
 - 1. Community Water—Crescent Heights Water is in the area, but not at the property.
 - 2. Lake, Creek, Pond —Wet weather creeks on property
- E. Other Information—
 - 1. Utilities—
 - a. Electric—Oncor (888-313-6862)
 - b. Telephone—Bright Speed (844-595-0525)
 - c. Sewer—Septic system is required
 - d. Water — Virginia Hill Water Supply Inc. (903-675-7489)
 - e. Internet—Dish Network (800-333-3474)

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

- 2. Easements—Subject to any visible and apparent easements and any easements of record.
- 3. Restrictions—Subject to the unrecorded restrictions included herein.
- 4. Joint Road Use Agreement—Subject to the Joint Road Use Agreement included herein.

V. TAXING AUTHORITY AND TAXES:

- A. Henderson County
- B. Athens Independent School District
- C. Total Estimated Taxes (per the Henderson County Appraisal District)—
 - 1. Tract 3 (10.6792 Acres)—\$1,762.04 per year without exemptions
 - 2. Tract 4 (10.6792 Acres)—\$1,762.04 per year without exemptions
 - 3. Tract 6 (10.68 Acres)—\$1,762.09 per year without exemptions
 - 4. Tract 7 (10.68 Acres)—\$1,762.09 per year without exemptions
 - 5. Tract 8 (5.9896 Acres)—\$988..22 per year without exemptions

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 consult the Henderson County Appraisal District.

VI. MINERALS:

- A. Oil and Gas Minerals—Owner to reserve all oil, gas and other minerals not previously reserved or conveyed by Seller's predecessors in title.
- B. Surface Minerals—100% of all surface minerals owned to be conveyed. Surface minerals including but not limited to clay, lignite, iron ore, top soil, sulfur or any mineral which if mined is done by surface mining operations.

VII. REMARKS:

Tranquil pastoral setting in beautiful East Texas. Property has restrictions in place to provide a single family residence. Owners enjoy not paying city taxes!

**** 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 3—Pictured Left

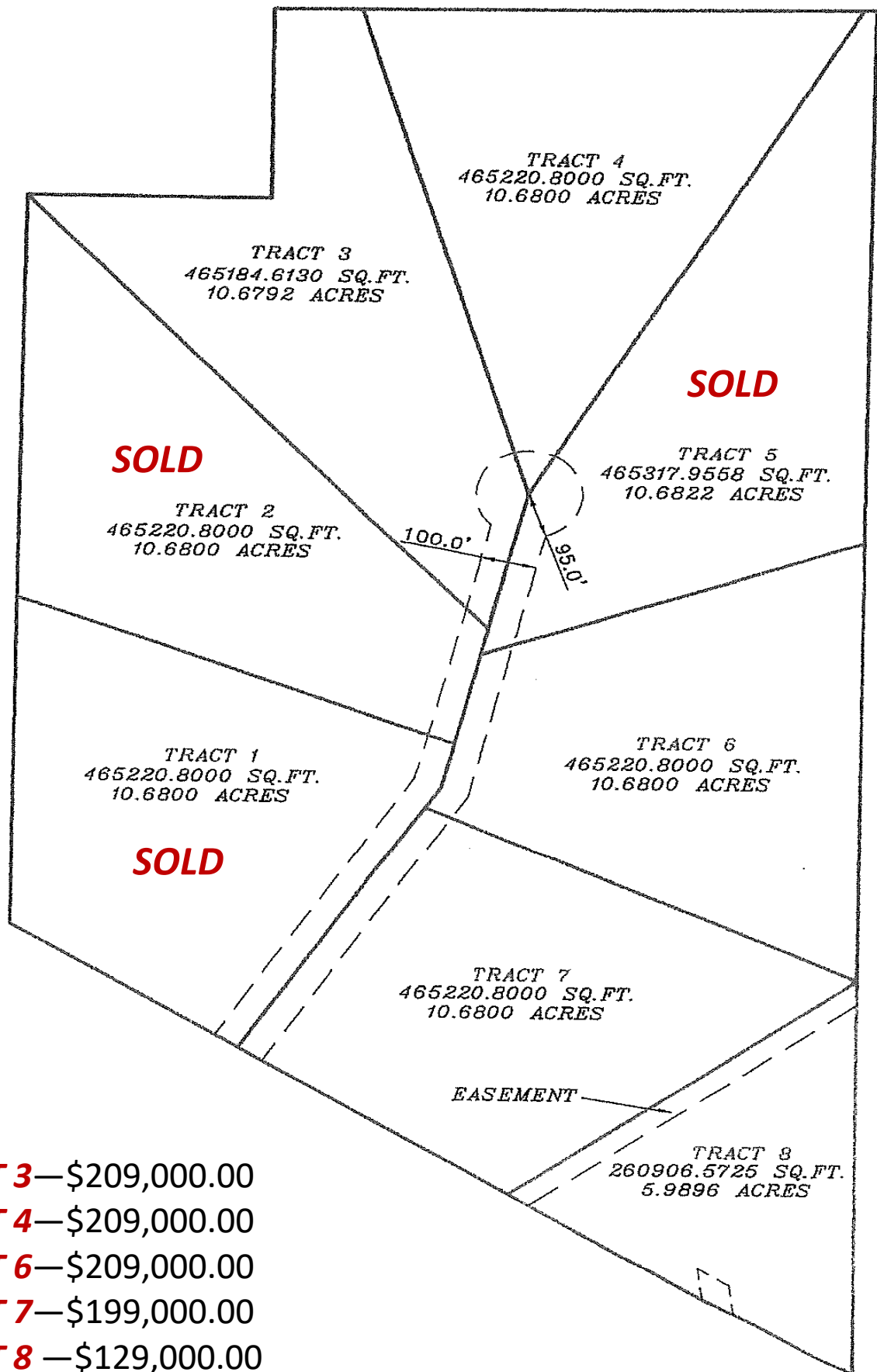
Tract 4—Pictured Left on Second Row

Tract 6—Pictured Right on Second Row

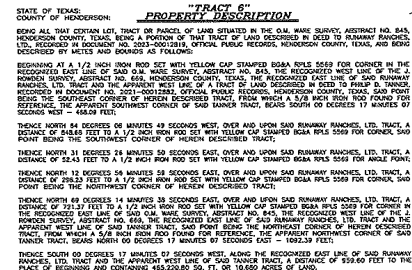
Tract 7—Third Row

Tract 8—Bottom Row





- A. **TRACT 3**—\$209,000.00
- B. **TRACT 4**—\$209,000.00
- C. **TRACT 6**—\$209,000.00
- D. **TRACT 7**—\$199,000.00
- E. **TRACT 8**—\$129,000.00



NOTE: IT IS THE CLIENTS RESPONSIBILITY TO VERIFY WITH THE CITY AND/OR COUNTY REGARDING ZONING REGULATIONS (BUILDING SETBACK LINES, EASEMENTS, ETC.) THAT COULD EFFECT THE DEVELOPMENT OF THIS PROPERTY PRIOR TO ANY CONSTRUCTION.

BRICK	1/8" FTS - IRON ROD FOUNDING/SET	LEGEND	DAVE - DRUMMING & STREET EASEMENT
COVERED	1/2" W/4" FOUNDING/SET	BL - BOLDING LINE	BT - BACK LINE
CONCRETE	1/2" IRON ROD FOUNDING	CH - CHAIN LINK FENCE	BP - POWER POLE
WOOD DECK	(UNLESS OTHERWISE NOTED)	W - WOOD	PT - PICKET FENCE
STONE	1/2" IRON PIPE FOUNDING	BK - BARBED WIRE	OW - OAK - WAY
GRAVEL DRIVE	MONUMENT FOUNDING	W - WATER LINE	AC - AIR CONDITIONING
ASPHALT PAVEMENT	"X" FOUNDING/SET	W - WATER LINE	PE - POOL EQUIPMENT
	GRAVEL DRIVE, ROAD OR DRIVE	EL - ELECTRIC METER	UT - UNDERGROUND
		AL - ALUMINUM PIPE	GC - GUY-UNDERGROUND CABLE
		CH - CHAIN LINK FENCE	TR - TRAILING
		W - WATER LINE	OW - OVERHEAD POWER LINE

[illegible][illegible]

EXECUTED THIS 20TH DAY OF JUNE 2024

BRIAN GALLIA
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5569

ACCEPTED BY: _____ DATE: _____ SIGNATURE: _____ DATE: _____

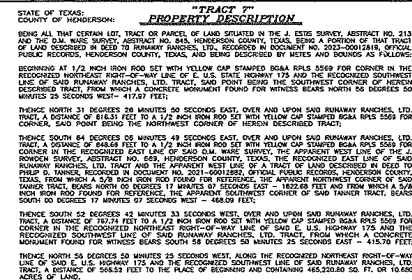
SURVEY BLAT

SURVEY FLAT

E. U.S. STATE HIGHWAY 175

J. ESTIS SURVEY, ABSTRACT NO. 21

HENDERSON COUNTY, TEXAS



NOTE: IT IS THE CLIENTS RESPONSIBILITY TO VERIFY WITH THE CITY AND/OR COUNTY REGARDING ZONING REGULATIONS (BUILDING SETBACK LINES, EASEMENTS, ETC.) THAT COULD EFFECT THE DEVELOPMENT OF THIS PROPERTY PRIOR TO ANY CONSTRUCTION.

BRICK	HF-FAST-IRON ROD FOUND/SET	LEGEND	DAIRY - DRAMMAGE & UTILITY CASEMENTS
MASS FOUND/SET	BL - BULGING LINK/SET BACK LINE	CHAIN LINK FENCE	CH - CHIMNEY
COVERED	1/2" IRON ROD FOUND	W - WIRE	RF - RIGHT OF WAY
CONCRETE	(UNLESS OTHERWISE NOTED)	W - WIRE	RF - RIGHT OF WAY
WOOD DECK	1/2" IRON ROD SET	W - WIRE	RF - RIGHT OF WAY
STONE	1/2" IRON ROD SET	W - WIRE	RF - RIGHT OF WAY
GRAVEL/ROCK ROAD OR DRIVE	"X" FOUND/SET	W - WIRE	RF - RIGHT OF WAY

[illegible]

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR (BRIAN GALL) HEREBY CERTIFIES TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN IN CONNECTION WITH THE SURVEY.

DATE OF SURVEY: 05/21/2024

IN CONNECTION WITH THE CLIENT TRANSACTION AGREEMENT DATED 05/21/2024, THAT THE SURVEY AND DESCRIPTION SET FORTH ON THE ATTACHED MAP IS THE RESULT OF A VISUAL SURVEY OF THE SUBJECT PROPERTY. SUCH SURVEY WAS CONDUCTED BY THE UNDERSIGNED, OR UNDER HIS DIRECTION: THE SURVEYOR'S VISUAL SURVEY OF THE PROPERTY WAS CONDUCTED BY THE UNDERSIGNED, OR UNDER HIS DIRECTION, AND IS AN ACCURATE REPRESENTATION OF THE PROFESSIONAL OPINION OF THE UNDERSIGNED; LOCATION AND AREA OF THE PROPERTY, AS SHOWN ON THE ATTACHED MAP, WAS DETERMINED BY MEASUREMENTS OF THE PROPERTY AND APPARENT ENCROACHMENTS OR PROJECTIONS ON THE GROUND EXISTING AS INDICATED; THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING; AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING. ANY USE OF THIS SURVEY BY OTHER PARTIES AND/OR FOR USE FOR ANY OTHER PURPOSES SHALL BE AT THEIR OWN RISK.

EXCISED THIS 20TH DAY OF JUNE 2024

Brian Gallia

BRIAN GALLIA

STATE OF TEXAS
REGISTERED
BRIAN GALLIA
1769

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3589

ACCEPTED BY: _____
SIGNATURE DATE SIGNATURE DATE

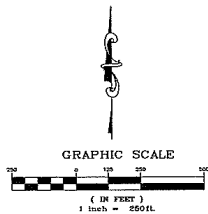
CLERK OF THE COURT

SURVEY PLAT

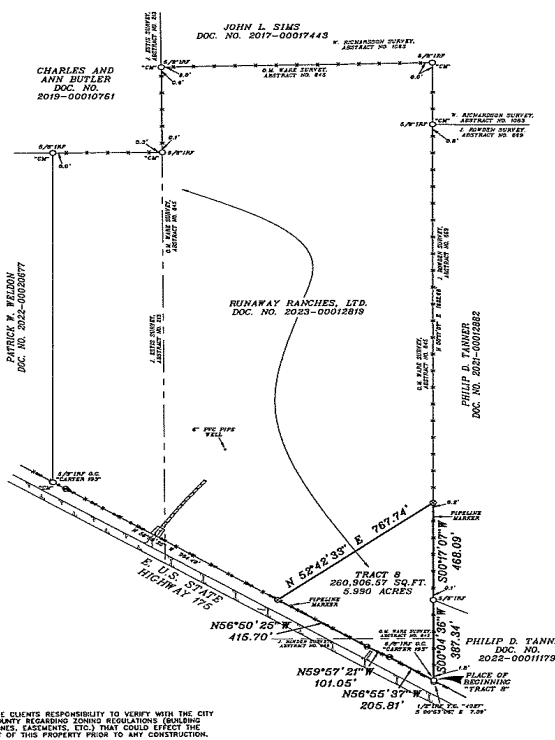
E. U.S. STATE HIGHWAY 175

U. S. ESTIS SURVEY, ABSTRACT NO. 21

HENDERSON COUNTY, TEXAS



TRACT 8



THE SURVEY SET FORTH HEREIN HAS BEEN CONDUCTED AND PREPARED AT THE REQUEST AND IN CONFORMANCE WITH THE INFORMATION PROVIDED BY THE CLIENT OR REPRESENTATIVES THEREOF. BGA LAND SURVEYING, INC. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR THE EXISTENCE OF EASEMENTS, RESTRICTIONS, ENCUMBRANCES OR OTHER FACTS OR MATTERS THAT MAY AFFECT THE SUBJECT PROPERTY. THE SURVEY SET FORTH HEREIN IS NOT TO BE RELIED UPON FOR FUTURE CONSTRUCTION PURPOSES. CONTACT ALL GOVERNING AUTHORITIES (CITIES, TOWNS, UTILITY AGENCIES, ASSOCIATIONS, ETC.) PRIOR TO ANY EXCAVATION OR CONSTRUCTION. THE TEXAS EXCAVATION SAFETY SYSTEM CAN BE CONTACTED BY CALLING 811. CALL BEFORE YOU DIG.

NOTE: ACCORDING TO THE F.A.R.M. IN COMMUNITY PANEL NO. 48013005506, THIS PROPERTY APPEARS TO BE IN ZONE 1 AND THEREFORE NOT TO BE WITHIN THE SPECIAL FLOOD HAZARD AREA. THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS. HEAVY FLOODS CAN AND WILL OCCUR AND FLOOD DAMAGE MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT AND/OR FLOOD LINES SHOWN HEREIN SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTE: READING BASIS: GEODETIC NORTH, WORLD GEODETIC SYSTEM 1984 (WGS84), GPS OBSERVED. "CM" CONTROLLING MONUMENT (RECOGNIZED AS OF RECORD DIGNITY).

LEGEND	
BRICK	1/2" IRON ROD FOUND/SET
CEMENT	1/2" IRON ROD FOUND/SET
CONCRETE	1/2" IRON ROD FOUND/SET
WOOD DECK	1" IRON PIPE FOUND
STONE	MONUMENT FOUND
GRAVEL/ROCK ROAD OR DRIVE	"X" FOUND/SET
ASPHALT PAVING	PIPE FOUND/SET
DAVE - BRANNAGE & UTILITY EASEMENT	BE - BUILDING LINE/SET BACK LINE
CHAIN LINE FENCE	WOOD FENCE
METAL FENCE	POST-AND-RAIL FENCE
W - WATER LINE	W - WIRE
G - GAS LINE	UT - UNDERGROUND TELEPHONE
E - ELECTRIC METER	TRANS - TRANSFORMER
CHP - OVERHEAD POWER LINE	

STATE OF TEXAS, COUNTY OF HENDERSON: **"TRACT 8" PROPERTY DESCRIPTION**

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE 1. ROWDEN SURVEY, ABSTRACT NO. 845, AND THE O.M. WARE SURVEY, ABSTRACT NO. 845, HENDERSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO RUNAWAY RANCHES, LTD., RECORDED IN DOCUMENT NO. 2023-00012818, OFFICIAL PUBLIC RECORDS, HENDERSON COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND MEASURES AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND WITH ORANGE CAP STAMPED 102 FOR CORNER IN THE RECORDED NORTHEAST RIGHT-OF-WAY LINE OF E. U.S. STATE HIGHWAY 175, S.A.D. POINT BEING THE RECORDED NORTHEAST CORNER OF S.A.D. RUNAWAY RANCHES, LTD. TRACT AND THE APPARENT SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PHILIP D. TANNER RECORDED IN DOCUMENT NO. 2023-00011878, OFFICIAL PUBLIC RECORDS, HENDERSON COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND WITH YELLOW CAP STAMPED 4027 FOR REFERENCE BEARS SOUTH 00 DEGREES 53 MINUTES 58 SECONDS EAST - 7.39 FEET;

THENCE NORTH 56 DEGREES 55 MINUTES 37 SECONDS WEST, ALONG THE RECORDED NORTHEAST RIGHT-OF-WAY LINE OF S.A.D. E. U.S. STATE HIGHWAY 175 AND THE RECORDED SOUTHWEST LINE OF S.A.D. RUNAWAY RANCHES, LTD. TRACT, A DISTANCE OF 205.81 FEET TO A CONCRETE MONUMENT FOUND FOR ANGLE POINT;

THENCE NORTH 58 DEGREES 57 MINUTES 31 SECONDS WEST, ALONG THE RECORDED NORTHEAST RIGHT-OF-WAY LINE OF S.A.D. E. U.S. STATE HIGHWAY 175 AND THE RECORDED SOUTHWEST LINE OF S.A.D. RUNAWAY RANCHES, LTD. TRACT, A DISTANCE OF 104.00 FEET TO A CONCRETE MONUMENT FOUND FOR ANGLE POINT;

THENCE NORTH 58 DEGREES 50 MINUTES 15 SECONDS WEST, ALONG THE RECORDED NORTHEAST RIGHT-OF-WAY LINE OF S.A.D. E. U.S. STATE HIGHWAY 175 AND THE RECORDED SOUTHWEST LINE OF S.A.D. RUNAWAY RANCHES, LTD. TRACT, A DISTANCE OF 415.70 FEET TO A 1/2" IRON ROD FOUND WITH YELLOW CAP STAMPED 8003 FOR CORNER, S.A.D. POINT BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A 5/8" IRON ROD FOUND WITH YELLOW CAP STAMPED 4027 FOR REFERENCE BEARS NORTH 58 DEGREES 50 MINUTES 25 SECONDS WEST - 384.19 FEET;

THENCE NORTH 52 DEGREES 42 MINUTES 33 SECONDS EAST, OVER AND UPON S.A.D. RUNAWAY RANCHES, LTD. TRACT, A DISTANCE OF 707.74 FEET TO A 1/2" IRON ROD FOUND WITH YELLOW CAP STAMPED 8003 FOR CORNER IN THE RECORDED EAST LINE OF S.A.D. O.M. WARE SURVEY, ABSTRACT NO. 845, THE RECORDED WEST LINE OF THE 1. ROWDEN SURVEY, ABSTRACT NO. 845, HENDERSON COUNTY, TEXAS, THE RECORDED EAST LINE OF S.A.D. RUNAWAY RANCHES, LTD. TRACT AND THE APPARENT WEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO PHILIP D. TANNER, RECORDED IN DOCUMENT NO. 2021-00012882, OFFICIAL PUBLIC RECORDS, HENDERSON COUNTY, TEXAS, S.A.D. POINT BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A 5/8" IRON ROD FOUND WITH YELLOW CAP STAMPED 4027 FOR REFERENCE BEARS NORTH 58 DEGREES 50 MINUTES 25 SECONDS WEST - 1522.68 FEET;

THENCE SOUTH 00 DEGREES 17 MINUTES 07 SECONDS WEST, ALONG THE RECORDED EAST LINE OF S.A.D. RUNAWAY RANCHES, LTD. TRACT AND THE APPARENT WEST LINE OF S.A.D. TANNER TRACT (DOC. NO. 2021-00012882), A DISTANCE OF 418.09 FEET TO A 5/8" IRON ROD FOUND FOR ANGLE POINT, S.A.D. POINT BEING AN APPARENT WEST CORNER CORNER OF S.A.D. TANNER TRACT;

THENCE SOUTH 00 DEGREES 04 MINUTES 38 SECONDS WEST, ALONG THE RECORDED EAST LINE OF S.A.D. RUNAWAY RANCHES, LTD. TRACT AND THE APPARENT WEST LINE OF S.A.D. TANNER TRACT (DOC. NO. 2021-00012882), A DISTANCE OF 387.34 FEET TO THE PLACE OF BEGINNING AND CONTAINING 260,906.57 SQ. FT. OR 5.990 ACRES OF LAND.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR (BRIAN GALLIA) HEREBY CERTIFIES TO THE FOLLOWING: THAT THE SURVEY SET FORTH HEREIN WAS PREPARED FROM AN ACTUAL ON-THE-GROUND INSPECTION OF THE SUBJECT PROPERTY, SUCH SURVEY WAS CONDUCTED BY THE UNDERSIGNED, OR UNDER HIS DIRECTION, THE SURVEY CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME THE SURVEY WAS PERFORMED AND IS AN ACCURATE REPRESENTATION OF THE PROFESSIONAL OPINION OF THE UNDERSIGNED, LOCATION AND DESCRIPTION OF VISIBLE AND APPARENT IMPROVEMENTS AND AS INDICATED AND THERE ARE NO VISIBLE AND APPARENT ENCUMBRANCES OR PROVISIONS ON THE GROUND EXCEPT AS INDICATED BY THE SURVEY SET FORTH HEREIN WAS PERFORMED EXCLUSIVELY FOR THE BENEFIT OF THE PARTIES AND FOR NO OTHER PURPOSE AND BE AT USER'S OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

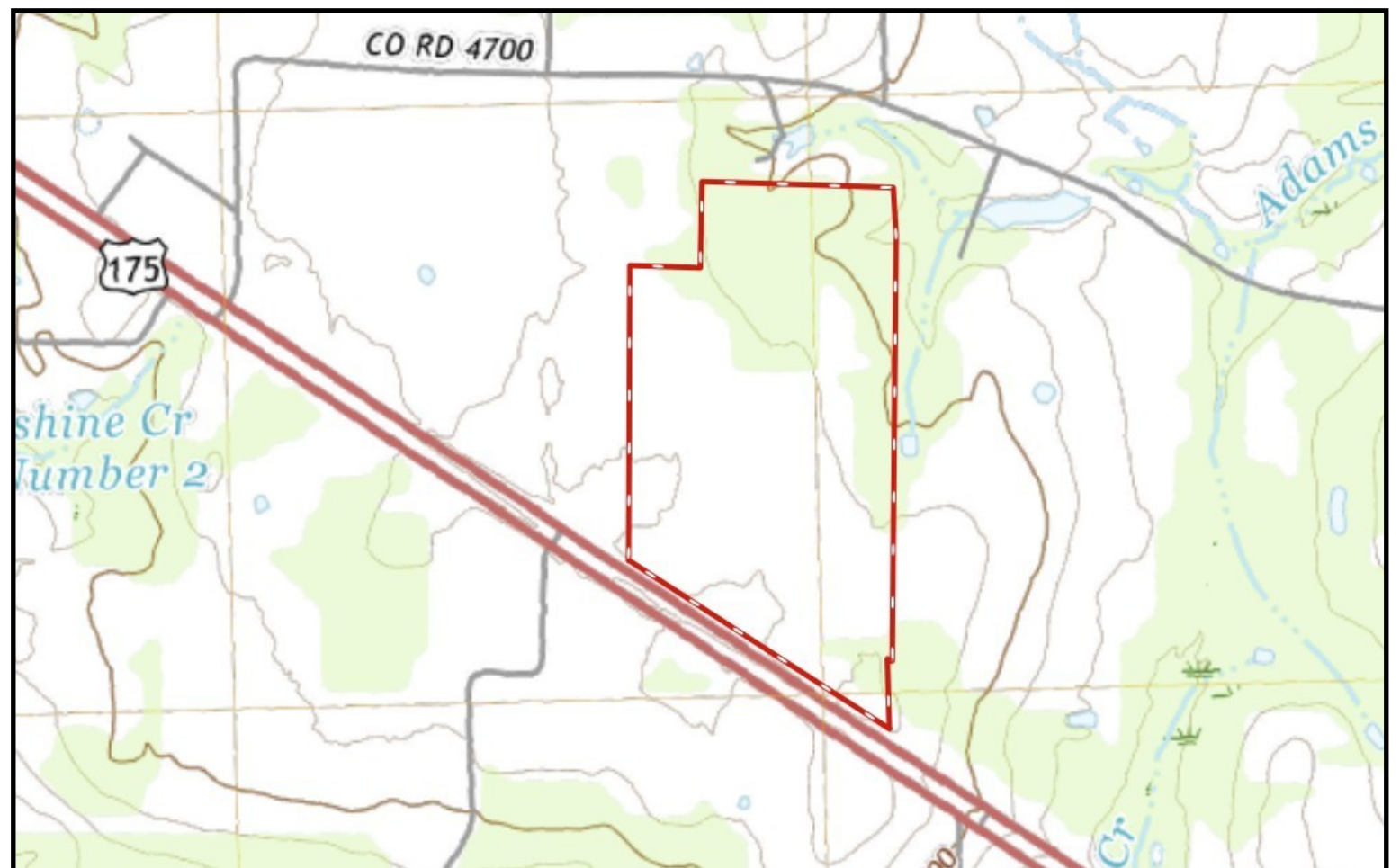
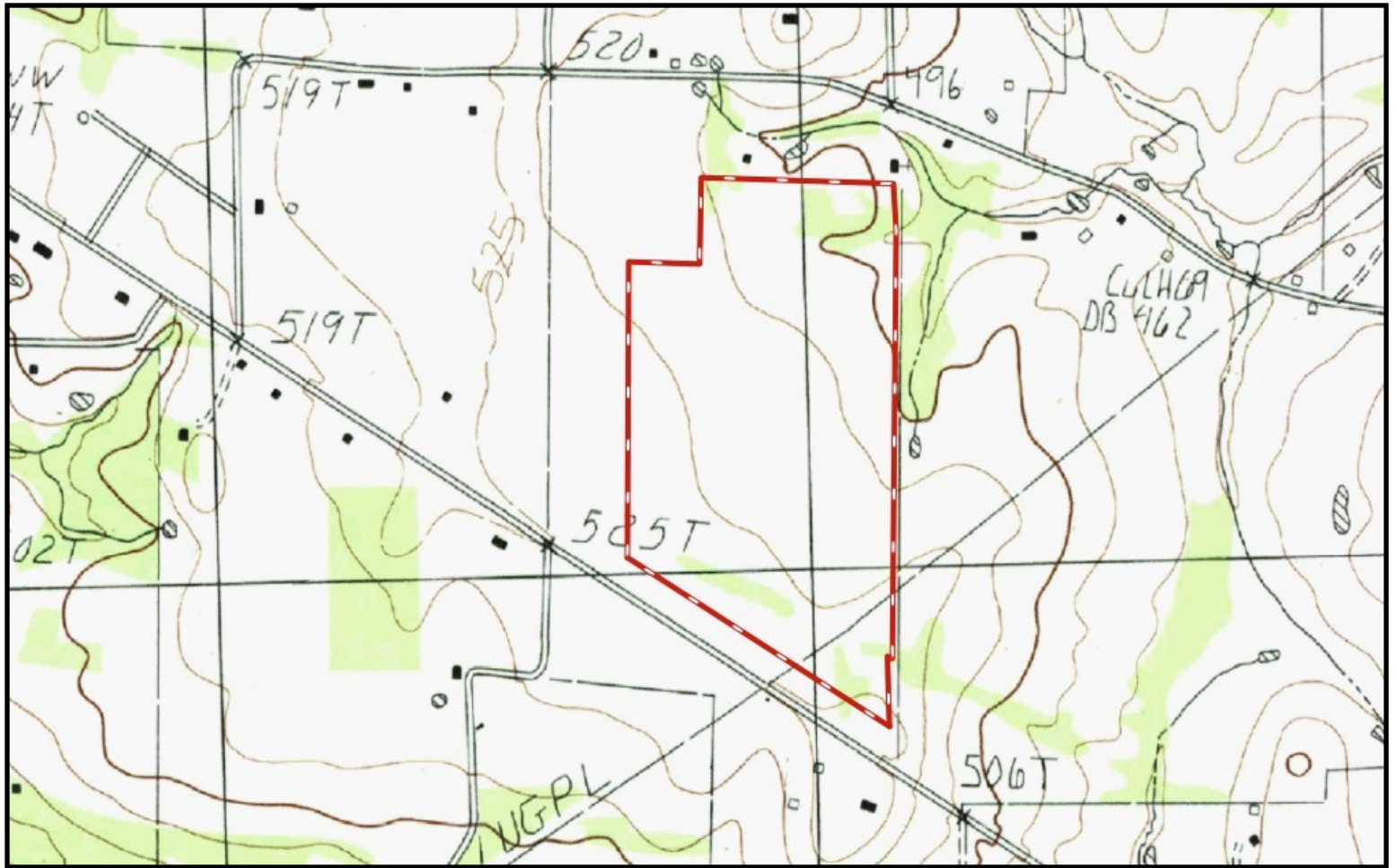
DATED THIS 20TH DAY OF JUNE 2024

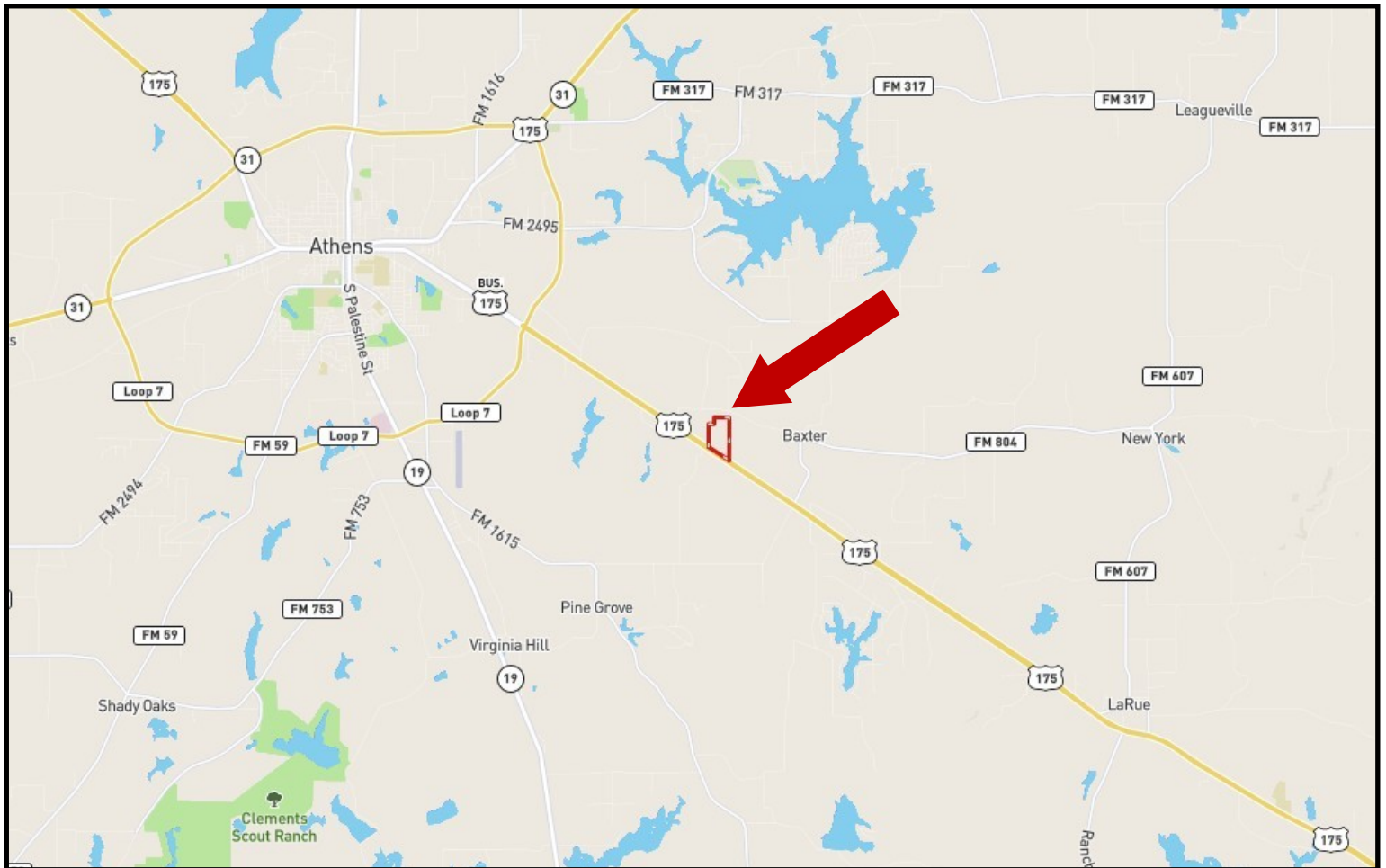
BRIAN GALLIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5559

ACCEPTED BY: _____ SIGNATURE _____ DATE _____

SURVEY PLAT
E. U.S. STATE HIGHWAY 175
O.M. WARE SURVEY, ABSTRACT NO. 845,
& J. ROWDEN SURVEY, ABSTRACT NO. 845
HENDERSON COUNTY, TEXAS







COVENANTS AND DEED RESTRICTIONS

Being all that certain (80.789 acres), parcel of land situated in the O. M. Ware Survey, Abstract No. 845, and the John M. Rowdan Survey, Abstract No. 669, Henderson County, Texas, being a portion of that tract of land described in to Runaway Ranches, Ltd., by Warranty Deed, recorded in Document No. 2023-00012819, and Document No. 2024-00002235 as COVENANTS AND DEED RESTRICTIONS, Official Public Records, Henderson County, Texas.

Article I Property Rights

1. Easements

A) All Tracts have a seventy-five foot (75') building set-back line from property along U. S. State Highway 175. Within these easements, no dwelling, structure, planting, or other material shall be placed or permitted to remain thereon which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The Owner of such tract, except for maintenance of which a public utility company is responsible, therein shall continuously maintain the area of each tract and all improvements. In addition, all tracts have side building set-back lines of twenty-five feet (25') and a rear set-back line of twenty-five feet (25').

B) Such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public corporations, their employees and contractor, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

C) All tracts with utility easements are subject to restrictions from building on or near as detailed in recorded documents per surveys.

Article II Use Restrictions

The Property shall be occupied and used only as follows:

2-1 Each tract shall be used as a residence and or recreational property. No commercial business is allowed on tracts except those small hobby type conducted in an enclosed approved structure. Any commercial signage, material delivery or customer parking is prohibited. No structure may be placed closer than twenty feet (25') from the public or private access point without written permission of the Architectural Control Committee (also known as ACC). No residence may be placed within twenty five feet (25') of any one side or rear line with prior ACC approval.

2-2 No obnoxious or offensive activities shall be carried on upon any Tract, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No portion of the property shall be used in a manner that adversely affects adjoining tracts or creates any annoyance or nuisance to other tract owners. This shall include noise pollution such as barking dogs, loud music or any other animal or fowl that creates a nuisance. Tracts of less than 10 acres are not allowed to discharge weapons unless for self-protection.

2-3 The raising or keeping of hogs on any part of a tract is prohibited. The raising of horses and cows shall be allowed on tracts but limited to one head per acre. Chickens, guinea fowl, or peafowl shall be permitted provided their number is limited to three (3) per acre. No Roosters are permitted on any tract. Shelter for these animals shall be located in the rear one-third (1/3) of the property, not visible from the road, a minimum of fifty feet (50') from the side property line and neatly maintained in an enclosed area. Exotic Game shall be allowed upon the property, with the exception of those that would affect the health, safety and or welfare of any of the landowners within the subdivision. (Any and all animals, including household pets, require appropriate fencing to confine them to their tract.) No animals shall be permitted until the appropriate fencing is completed. All of the above animals are allowed, providing that the land owner controls noise, refuse, and odor from said animals so that they are not a nuisance to neighboring land owners.

2-4 No rubbish, trash, garbage, or other waste material, shall be kept on any tract. No part of the Property, including any tract shall be used or maintained as dumping grounds for rubbish, trash, building materials or garbage. Equipment shall be kept in a clean and sanitary condition and shall be located on the back 1/3 of the property. No tract shall be used for open storage of any materials whatsoever. Construction materials appropriate for a new, approved structure may be stored on the property for a reasonable period of time.

2-5 No privacy fence, hedge, wall, or other dividing barrier over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any tract except in the back yard of a dwelling on a tract.

2-6 No tent, shack, barn, shed, or temporary building of any kind shall be used as a temporary or permanent residence without written approval from ACC.

2-7 No repairing or restoration of motor vehicles shall be permitted on any tract without written permission from the Architectural Control Committee, and all repairs or restoration must be performed in an enclosed building. No motor vehicle shall be left parked, abandoned or otherwise unattended on any portion of any tract or street within any part of the property for more than five (5) days. No motor vehicles that are not in operating condition and/or not bearing current license plates shall be permitted to remain in view of any other tract.

2-8 Iron ore, top soil, clay, gravel, or marketable timber (including firewood) shall not be mined.

2-9 Each inhabited structure constructed on a tract shall be connected to a septic tank with capacity and drain field installed in accordance with the regulations of the Henderson County Health Officer and shall be inspected and approved by such Officer. This restriction is enforceable by the County Health Unit and/or the Seller of the tract of land. Prior to construction the Owner of said tract(s)

shall contact said Health Officers for approval of individual septic systems. Pit privies and portable toilets are not allowed as waste disposal systems on any lots within the property.

2-10 One (1) single-family dwelling is allowed per tract unless written permission is given by the Architectural Control Committee for additional residences. All residences must have a county approved septic system.

2-11 No re-subdivision of any tract shall be permitted.

2-12 A tract owner may dispose of timber for building sites and gardens, but must leave ample trees for shade over tract.

2-13 All driveways are to be installed and maintained by each tract Owner.

2-14 The placement of any fence must be approved in writing by the Architectural Control Committee. If a fence is installed without the Architectural Control Committee's prior approval, the fence is subject to being removed without notice.

Article III Architectural Control

All structures, dwellings or housing must be approved in writing by the Architectural Control Committee prior to the placement or start of construction of said structure, dwelling or housing.

3-1-1 No mobile homes or manufactured homes are allowed on any tract. All driveway culverts shall be sized and installed in accordance with the policies of Henderson County.

3-1 The ground area of each site-built home, barn type dwelling, or other acceptable dwellings exclusive of porches, carports, and storage spaces shall not be less than 1,500 square feet of heated and cooled area. (It is the Declarant's opinion that size of a structure does not dictate value but quality materials as well as architectural style). All site-built homes must have exterior construction completed in its entirety within 180 days from written approval

3-2 RV's, late-model well maintained, and attractive 5th wheels or camper type trailers may be used for a temporary weekend or holiday residence. Said residences may be used as full time residences during home construction and automatically granted additional 30-day extensions provided the residence is neat in appearance and property is well maintained. **Permission may be revoked at any time, as deemed necessary by the ACC.**

3-3 Metal storage containers are allowed up to one per tract. They must be placed behind a built residence or barn and must be completely painted the same color as residence or barn. Containers must be approved prior to placement.

3-4 COMMITTEE MEMBERSHIPS. The Architectural Control Committee is composed of Kenneth Lane and S.E. Rutledge. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor.

3-5 RIGHT OF WAIVER. The Committee shall have the right to waive any restriction if the Committee deems such waiver to be in the best interest of the tract Owner and such action will not alter the general scheme of the adjoining tract.

3-6 Seller is not responsible for any rollback taxes due to the change in use of said property from agricultural to non-agricultural or. It is the purchaser's responsibility to individually apply for agricultural use and to pay such roll back if assessed.

3-7 These restrictions are enforceable by the Declarant or any individual Purchaser or Owner of any tract or lot as shown on Exhibit A. Declarant shall have right to (but not the obligation) to enforce any of these provision by any available remedy at law in equity. Nothing herein shall be construed as compelling the Declarant to enforce any of these provisions, nor shall failure to enforce any of these provisions be deemed a right of waiver of the enforcement of the provision. These Restrictions shall be effective for a term of twenty (20) years from the effective date, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years. These Restrictions may be amended by an instrument signed by not less than seventy five percent (75%) of the tract, or lot owners, with an amendment recorded in the official records of Henderson County, Texas. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the Subdivisions.

Buyer _____ Date _____

Buyer _____ Date _____

Joint Driveway Agreement

1-1 The term "Beneficiary" shall mean and refer individually, and the term "Beneficiaries" shall mean and refer collectively, to Declarant, the future owners of lots accessed by a joint use driveway, and their respective heirs, successors, and assigns.

1-2 Declarant hereby grants, assigns, and conveys, to and for the benefit of each Beneficiary, a nonexclusive, perpetual easement (collectively, the "Joint Use Driveway Easement"), as hereafter provided, over and across each Lot's Joint Use Driveway, as allocated according to the following Joint Use Driveway assignments:

Lot Users	Dimensions of Joint Use Driveway
7	See attached Survey

1-3 To have and to hold unto the Beneficiaries, and to their respective heirs, successors, and assigns forever, and Declarant does hereby bind Declarant and its successors and assigns to warrant and forever defend title to the Joint Use Driveway Easements in the Beneficiaries against every person whomsoever lawfully claiming or to claim the same or any part thereof, to the extent that such claims arise by, through, or under Declarant but not otherwise.

1-4 Easement Purpose. Declarant is creating the Joint Use Driveway Easements solely for the benefit of the Beneficiaries, in order to provide free and uninterrupted pedestrian and vehicular ingress to and egress from each Lot. Lot owners are to access their respective lots utilizing only their Joint Use Driveway, as assigned above, and no additional access points will be allowed on Hidden Oak Drive.

1-5 Duration of Easement. The duration of the Joint Use Driveway Easements is perpetual.

1-6 Future Use. Future use by any Beneficiary of the Joint Use Driveways, or any portion thereof, is hereby restricted to uses which do not interfere with the use and enjoyment of the Joint Use Driveways by the Beneficiaries for the Easement Purpose.

1-7 Character of Easements. The Joint Use Driveway Easements are appurtenant to and shall run with the applicable Tracts and portions thereof, whether or not the Joint Use Driveway Easements are referenced or described in any conveyance of the Properties, or any portion thereof.

1-8 Non-exclusiveness of Easement. The Joint Use Driveway Easements and the rights granted herein and created and reserved hereunder are nonexclusive, and Declarant reserves for itself, and for its successors and assigns, the right to use all or any part of the surface or subsurface of the Joint Use Driveways for any purpose which does not interfere with the use and enjoyment of the Joint Use Driveways by the Beneficiaries for the Easement Purpose.

1-9 No Public Dedication. The Joint Use Driveway Easements are created for the sole and exclusive benefit of the Beneficiaries. This Declaration is not in any way intended as a dedication or conveyance of an interest in real property to the public or to any governmental body or entity, including but not limited to Van Zandt County, but is for the exclusive, private use, benefit, and enjoyment of the Beneficiaries.

1-10 Maintenance and Repairs Defined. The Joint Use Driveways have been installed and are currently in good repair and condition. Future repairs and maintenance with respect to the Joint Use Driveways to be undertaken and performed under this Declaration will include the following: filling of potholes, regarding, repairing any drainage structure or culvert, re-graveling, resurfacing, and such other items as shall be necessary in order to maintain the Joint Use Driveways in a safe and useable condition.

1-11 Apportionment of Repair and Maintenance Obligation. The cost to maintain the Joint Use Driveways shall be further apportioned between the current and future owners on the following basis:

Tract/Lot Users	% Cost of Driveway Maintenance
Lot ____ Meadowpark Addition (____ ac.) Henderson County, TX	14.28%

The above-referenced lot owners shall be responsible for performing (or contracting for the performance of) all required maintenance and repairs to the Joint Use Driveways, as authorized pursuant to this Declaration. The applicable lot owners shall pay on demand for each party's share of the cost of any required maintenance or repairs to the Joint Use Driveways based upon the above schedule. Any demand for payment shall be in writing and accompanied by invoices or other written evidence of the charges incurred in that regard. Should a party fail to reimburse the other parties for its share of the costs of such repairs within thirty (30) days of such party's receipt of a written demand for reimbursement hereunder, then any unpaid amount shall bear interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per annum) and the non-defaulting lot owners may pursue any other remedies available to it by law. The minimum level of road base material to be used and maintained in the Joint Use Driveways is four (4) inches of material.

1-12 Future Modification or Upgrades. Should either Owner desire, without the approval of the other, to upgrade the driveway to a condition superior to the original driveway, such costs shall be born entirely by the person making such upgrade.

1-13 Specific Damages to the Driveway. In the event any of the Joint Use Driveways are damaged by the specific, identifiable actions of a Beneficiary, or any contractor, subcontractor, agent, or invitee of any Beneficiary, as opposed to normal wear and tear, then such Beneficiary shall be solely responsible for paying for the repair of such damage and shall reimburse the other lot owners for the cost of repairing such damage on demand. Should such party fail to reimburse the other lot owners of the Joint Use Driveway within thirty (30) days of such party's receipt of a written demand for reimbursement hereunder, then any unpaid amount shall bear interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per annum).

Joint Driveway Agreement, cont.