

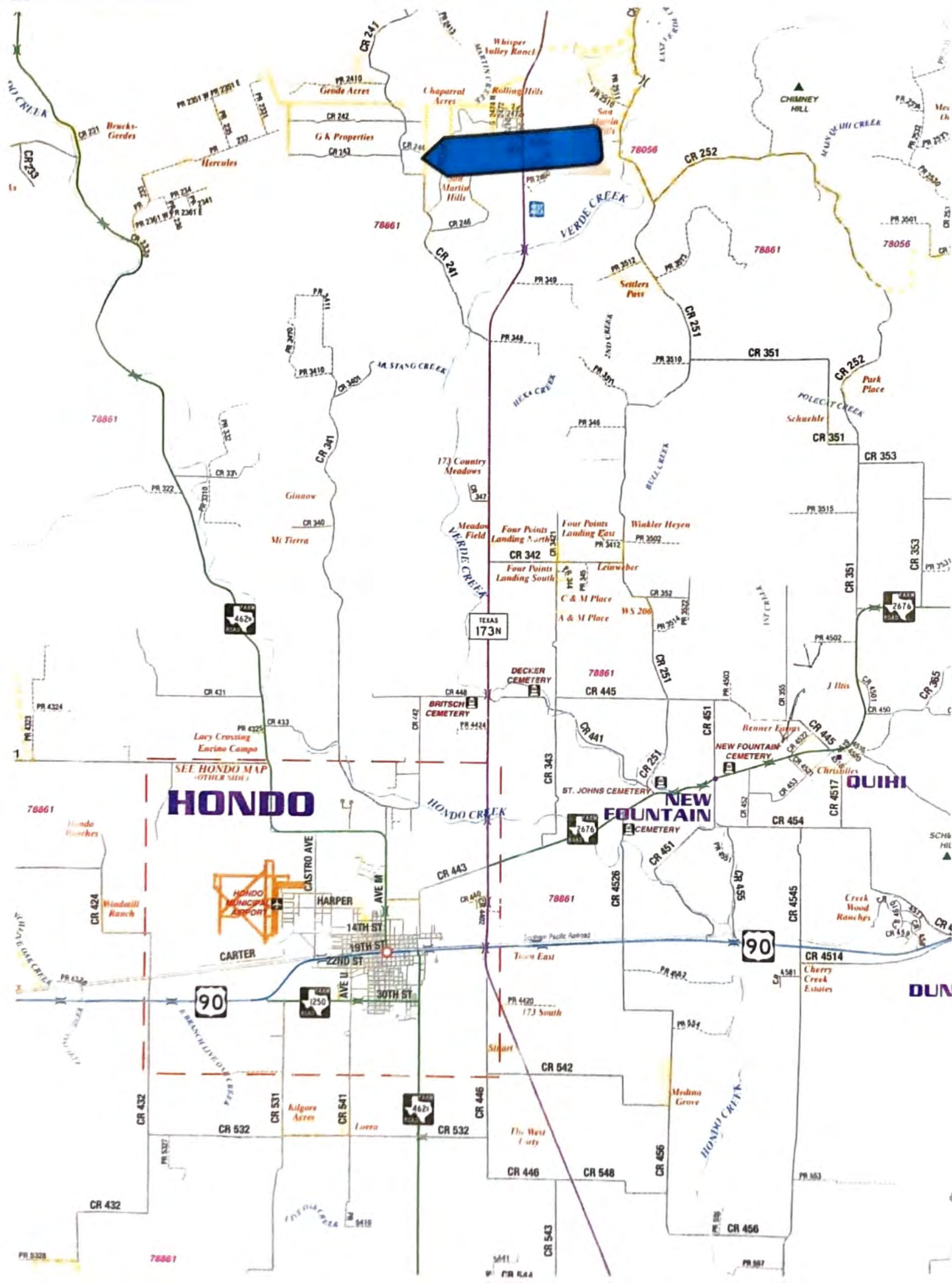
Bob Heyen Realty

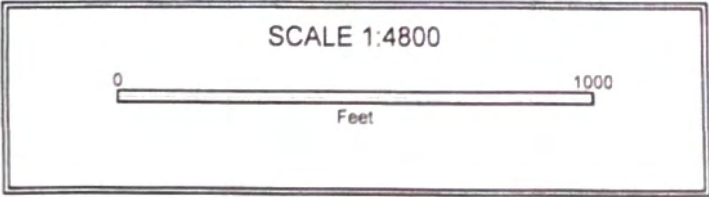
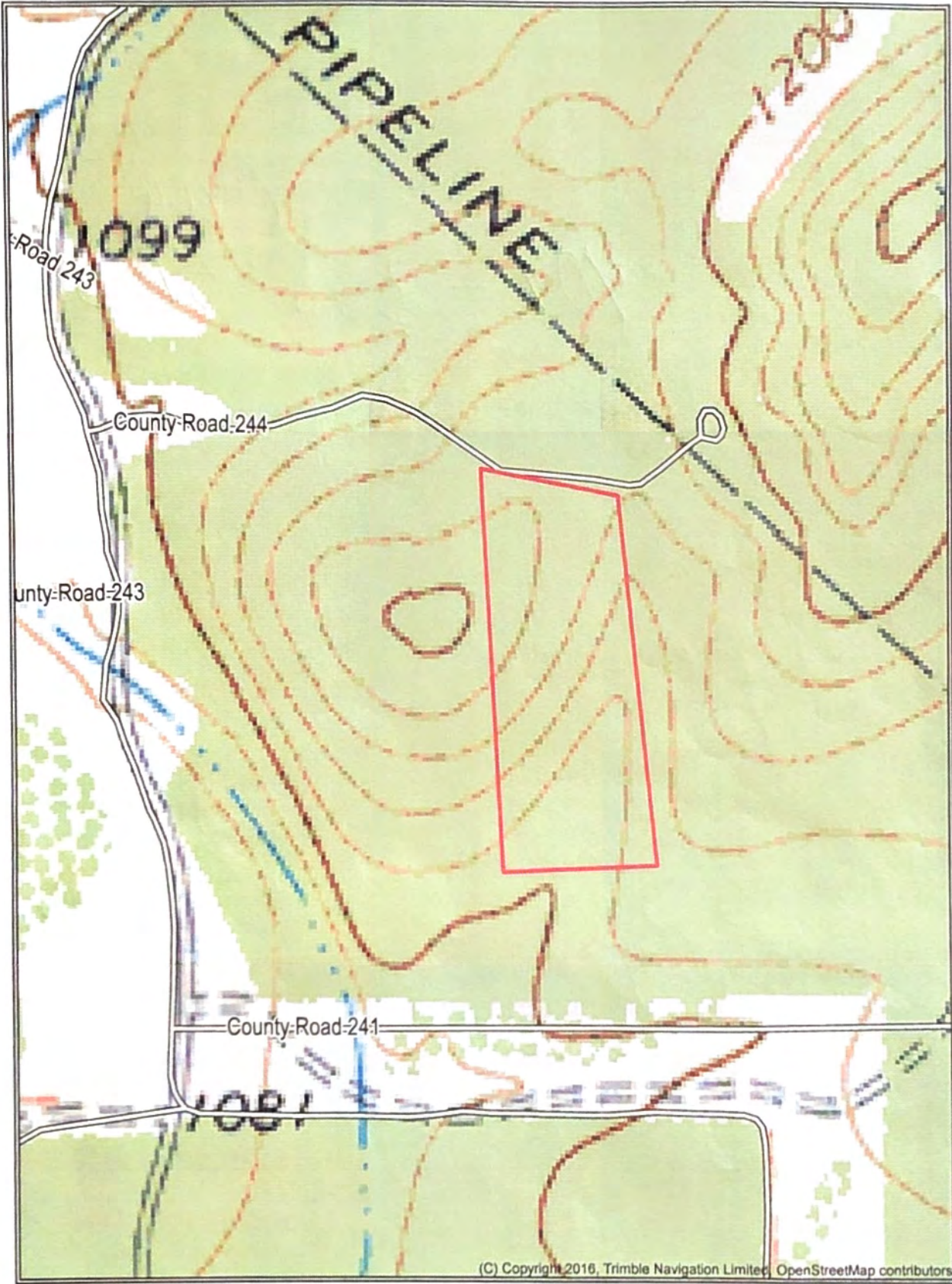
235 19th St. P.O. Box 156
Hondo, TX 78861
Tel: (830) 426-4333
Fax: (830) 741-2080

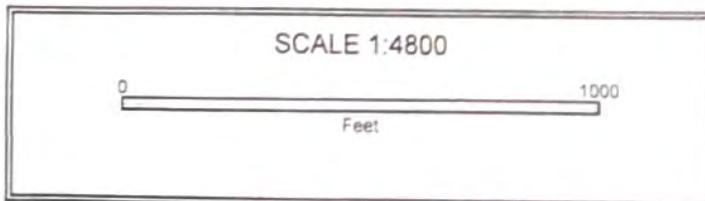
Internet Address
www.bobheyenrealty.com
E-mail Address
bobheyenrealty@sbcglobal.net

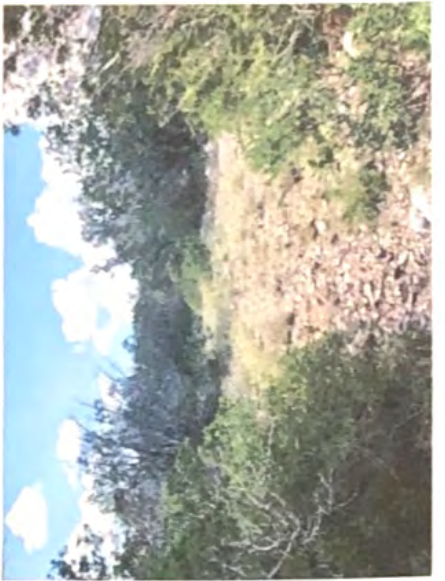
- ACRES:** 10.00 acres, more or less.
- LOCATION:** Approximately 12 miles N of Hondo off Hwy. 173 N and CR 241 to CR 244, all in Medina County, Texas.
- LEGAL:** G.K. Properties, Unit 2, Lot 65A, Rancho Hondo Subdivision.
- PRICE:** \$99,000.00.
- TERMS:** Cash to seller or third-party financing.
- SCHOOL:** Hondo I.S.D.
- TAXES:** Estimated taxes are approximately \$1,129.59 (2021), no Ag Use exemption.
- WATER:** None on property. No community water, buyer will have to drill a well.
- ELECTRICITY:** There is electricity to the property. Needs a new meter box. Medina Electric Cooperative is the electric provider.
- TERRAIN/
VEGETATION:** The terrain is gently rolling with some high elevations. Elevation is at approximately 1,100'. The vegetation consists of Live Oak, Cedar, Mesquite, Mountain Laurel, Persimmon and Elm. Grasses are native to the area.
- REMARKS:** This is a beautiful 10-acre tract offering a hill country living feel. No HOA. Property has a nice building site close to CR 244 with access to electricity close by. There is paved access off of CR 244, and property is located close to Hondo, Bandera, Castroville and only 45 minutes to San Antonio!! Some restrictions.

Although the broker has used reasonable care in obtaining data and making estimates and projections based upon that data, this material is submitted without representation or warranty. Generally, a substantial portion of information must be obtained from sources other than a broker's actual knowledge, and not all sources can be absolutely confirmed. Moreover, all information is subject to changes by the owner as to price or terms, to prior sale or lease, to withdrawal of the property from the market and to other events beyond the control of the broker. No representation is made as to the value of this possible investment; and the broker urges that you consult your business, tax and legal advisors before making a final determination.













RESTRICTIONS

SCHEDULE B

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations, which shall be binding on the parties hereto and all persons claiming under them to-wit:

1. Said tracts shall be used solely for residential purposes. Seller expressly reserves the right until June 1, 2050 to vary the use of any property notwithstanding the restrictions embodied in this contract, should Seller in its sole judgment deem it in the best interests of the property to grant variances. The granting of any such variance by the Seller shall be specifically stated in the deed conveying said tract or tracts.
2. All buildings must be completed not later than twelve (12) months after laying foundations and have at least 800 sq. ft. of living space and no structures of home trailers, except in area where designated by Seller. Regulations governing same will be designated before mobile home may be moved in with Seller as sole judge to regulations and conditions. All buildings must be completely enclosed from the ground level to the lower portion of outside walls as to maintain a neat appearance and remove posts or piers from the outside view.
3. No used material shall be stored on the property. In the event materials shall be stored on this property or placed on the property which are, in the opinion of the Grantor, in violation of the above stipulations and agreement, Seller may notify Buyers by mail of such violation, and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Buyers agree that Seller may remove said material from the property, dispose of such materials and charge Buyers with removal costs, the exercise of which right of removal shall leave Seller free of any liability to Buyers.
4. No building or structures shall be erected or constructed on this tract until the building plans, specifications, plot plans and external design have first been approved in writing by the Seller, or by such nominees as it may designate in writing.
5. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with paragraph 2, above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc. approval of said location must be first obtained from the Seller and the Local Department of Health. No removal of trees or excavation of any other materials other than landscaping, construction of buildings, etc., will be permitted without the written permission of Seller.
6. No noxious, offensive unlawful or immoral use shall be made of the premises.
7. No hogs of any kind shall be raised, bred or kept on this tract.
8. All covenants and restrictions shall be binding upon the Buyers or their successors, heirs or assigns.
9. All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.
10. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No junk or wrecking yards shall be located on this tract.
11. These restrictions are to run with the land until June 1, 2050.
12. Invalidation of any one of these covenants or restrictions by judgement of any Court shall in no wise effect any of the other provisions which shall remain in full force and effect.
13. In the event of sale, transfer or assignment of this contract, which can be done only with the consent of Seller in writing, the assignee or grantee shall succeed to all of the rights and liabilities of the Buyers. All payments must be current. A transfer fee of \$50.00 will be charged.
14. A tract designated for business will not sell opened alcoholic beverages.
15. No tract shall be used for road purposes or for building a road through any tract without the written permission of the Seller.
16. All culvert pipe placed in ditches shall conform to County specifications.

FILED IN MY OFFICE
ADNA VAN DE WALLE

83 MAR 23 AM -11 55
COUNTY CLERK, MEDINA CO.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF MEDINA

I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Medina County, Texas on

MAR 23 1993



Adna Van De Walle
COUNTY CLERK
MEDINA COUNTY, TEXAS

191
Vol 191 Pg 430



NOTICE TO PURCHASERS

1607 Avenue K
Hondo, Texas 78861
Telephone: 830.741.3162
Fax: 830.741.3140

The Medina County Groundwater Conservation District (GCD) is not a water provider or utility. The service it provides, is the registration or permitting of groundwater wells, and regulations related to those wells. The purpose is to provide of the GCDs taxing authority. The following is from WATER CODE, TITLE 4., CHAPTER 49., SUBCHAPTER M., Section 49.452.(d) <https://statutes.capitol.texas.gov/Docs/WA/htm/WA.49.htm>

The real property, described below, that you are about to purchase is located in the Medina County Groundwater Conservation District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$ 0.009046 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$ N/A on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$ -0-, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$ -0-.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$ -0-. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water services within the district in whole or in part from property taxes. The legal description of the property you are acquiring is as follows:

10.00 acres, G.K. Properties, Unit 2, Lot 65A, Rancho Hondo Subdivision, Medina County, Texas.

(Date)

Ryan McDonald

dotloop verified
09/20/22 1:17 PM CDT
PCAP-SZLU-EGHG-289W

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

10.00 acres, G.K. Properties, Unit 2, Lot 65A, Rancho Hondo Subdivision, Medina County, Texas.

(Date)

Signature of Purchaser



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Bob Heyen Realty</u>	<u>459073</u>	<u>bobheyenrealty@gmail.com</u>	<u>830-426-4333</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Kyle J. Heyen</u>	<u>459073</u>	<u>bobheyenrealty@gmail.com</u>	<u>830-426-4333</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Kyle J. Heyen</u>	<u>459073</u>	<u>bobheyenrealty@gmail.com</u>	<u>210-912-6007</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Kyle J. Heyen</u>	<u>459073</u>	<u>bobheyenrealty@gmail.com</u>	<u>210-912-6007</u>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date