

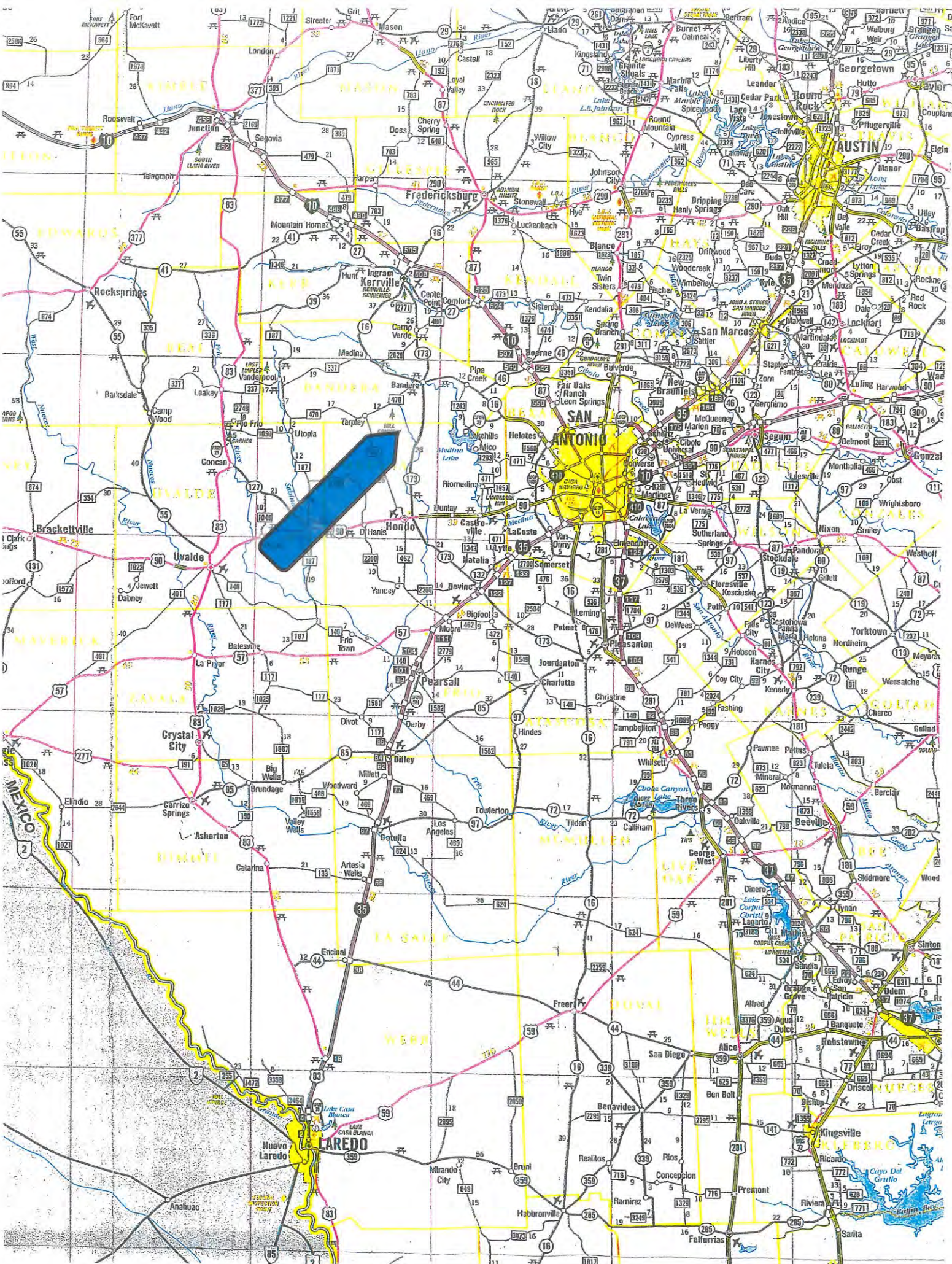
# Bob Heyen Realty

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

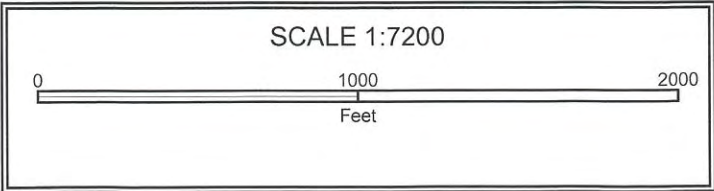
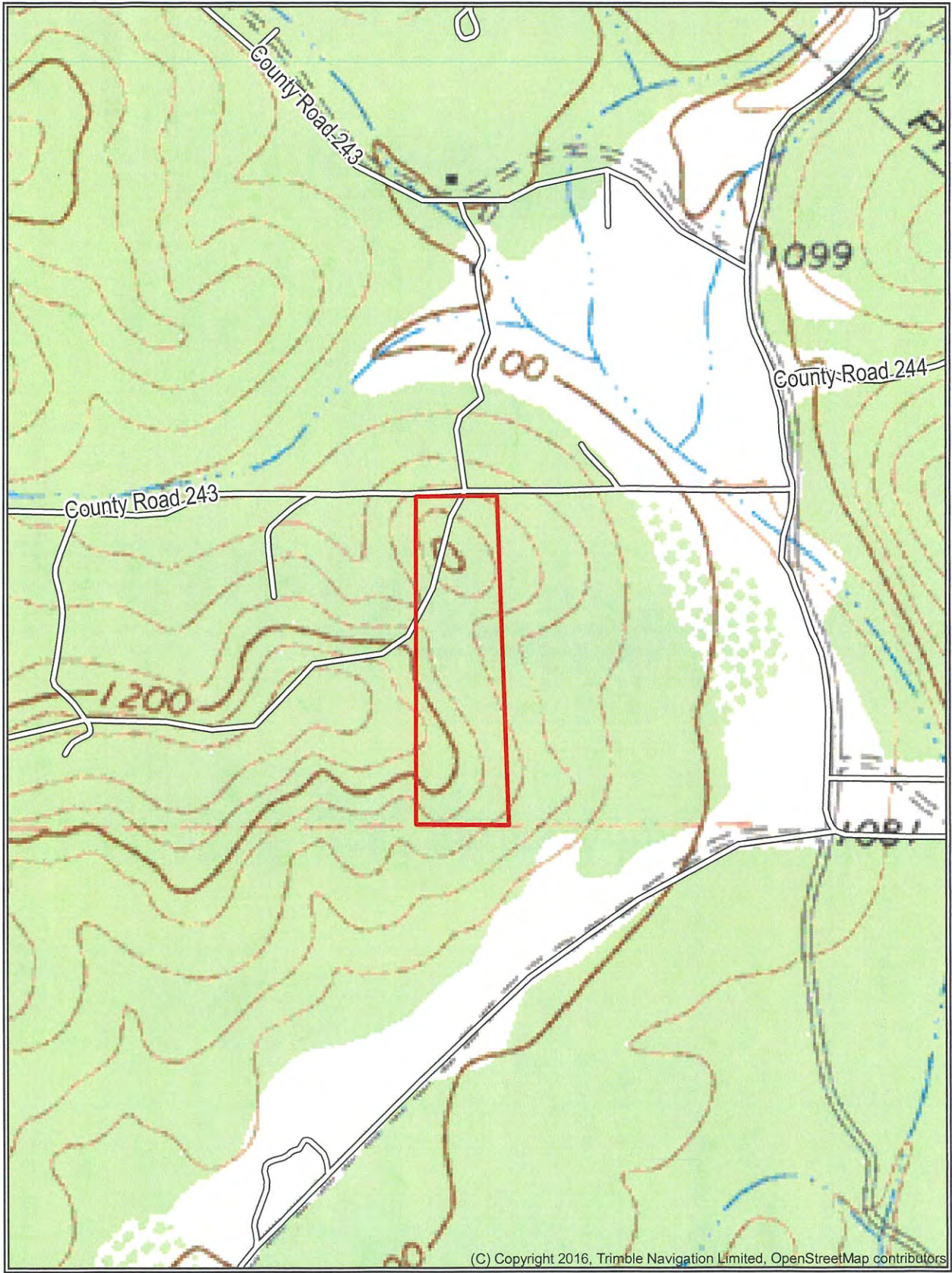
Internet Address  
www.bobheyenrealty.com  
E-mail Address  
bobheyenrealty@sbcglobal.net

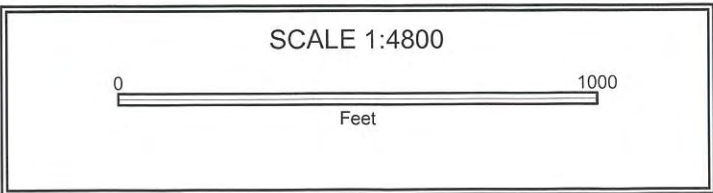
- ACRES:** 10.00 acres, more or less.
- LOCATION:** Approximately 12 miles N of Hondo off Hwy. 173 N and CR 241 to CR 243, all in Medina County, Texas.
- PRICE:** \$115,000.00.
- TERMS:** Cash to seller or third party financing.
- SCHOOL:** Hondo I.S.D.
- TAXES:** Estimated taxes are approximately \$1,129.59 (2021), no Ag Use exemption.
- MINERALS:** Any and all minerals owned to be conveyed. To be more fully determined at time of new title commitment.
- WATER:** None on property. No community water, buyer will have to drill a well.
- ELECTRICITY:** There is no electricity on the property; however, there is electricity on adjacent property. Medina Electric Cooperative is the electric provider.
- TERRAIN/  
VEGETATION:** The terrain is gently rolling with some higher elevation changes creating a great view of the surrounding area. Elevation is at approximately 1200'. The vegetation consists of Live Oak, Cedar, Mesquite, Mountain Laurel, Persimmon and Elm. Grasses are native to the area. There are nice, cleared areas offering great building sites.
- WILDLIFE:** Whitetail deer, turkey and hogs and varmints. No hunting allowed.
- IMPROVEMENTS:** Property is fenced along the front and the back perimeter and there is a storage building on the property that will convey. The front fence is net and barbed wire, and the back is high fenced. There is also a nice entrance gate off CR 243.
- REMARKS:** Come out and enjoy country living on this beautiful property that is perfect for your forever home or recreational weekend get-a-way!! No HOA. This property offers fantastic views, year-round paved access, and property is located close to Hondo, Bandera, Castroville and only 45 minutes to San Antonio!!

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 land-scaping, 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 affect 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.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF MEDINA I hereby certify that this instrument was FILED in file 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 2 3 1993



*Anna Van DeWalle*  
COUNTY CLERK  
MEDINA COUNTY, TEXAS

191 P. 430

Vol. \_\_\_\_\_ P. 430

FILED IN MY OFFICE  
ANNA VAN DEWALLE  
83 MAR 23 AM -11 55  
COUNTY CLERK, MEDINA CO.



# 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.

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