

**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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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. Latitude: 32.169784999999997 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
- 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](http://www.stevegrant.com).**



**Tract 3**—Pictured Left

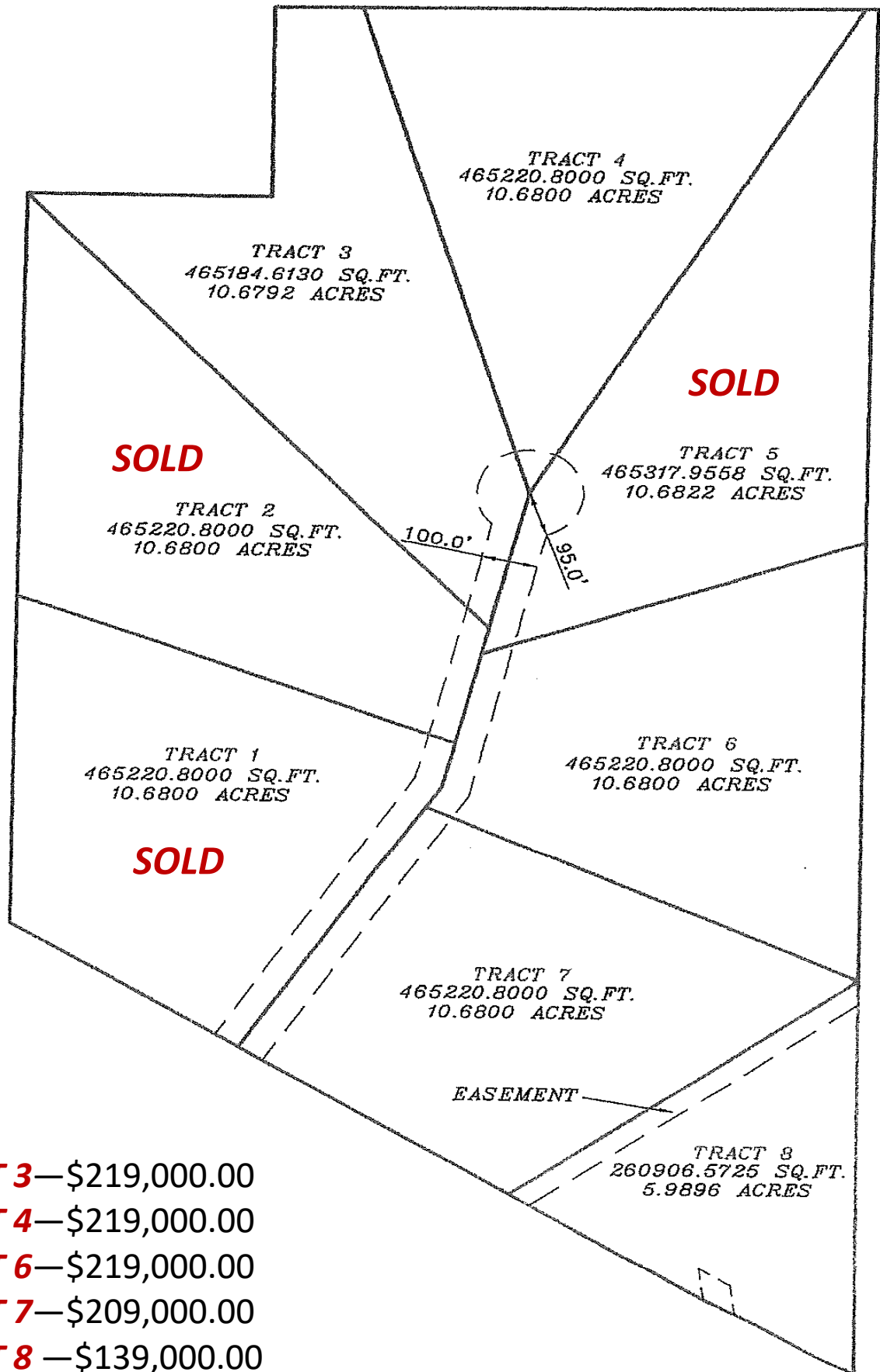
**Tract 4**—Pictured Left on Second Row

**Tract 6**—Pictured Right on Second Row

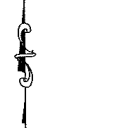
**Tract 7**—Third Row

**Tract 8**—Bottom Row

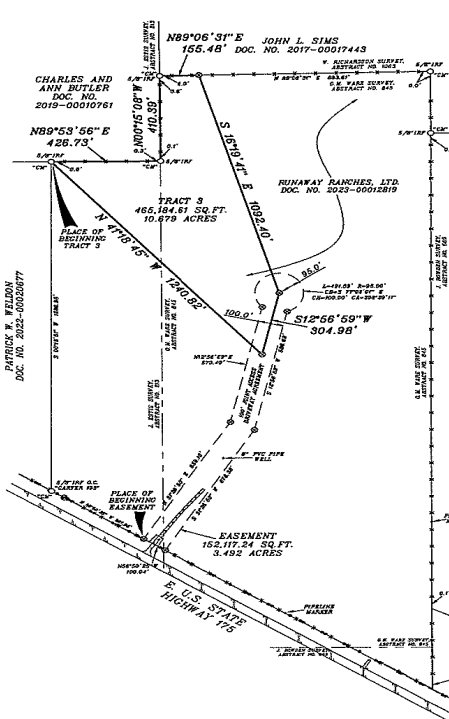




- A. **TRACT 3**—\$219,000.00
- B. **TRACT 4**—\$219,000.00
- C. **TRACT 6**—\$219,000.00
- D. **TRACT 7**—\$209,000.00
- E. **TRACT 8**—\$139,000.00



# TRACT 3



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

NOTE: IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY WITH THE CITY AND/OR COUNTY REGARDING ZONING REGULATIONS (BUILDING, EASEMENT, ETC.) THAT COULD AFFECT THE DEVELOPMENT OF THIS PROPERTY PRIOR TO ANY CONSTRUCTION.

LEGEND table with symbols for brick, concrete, wood deck, stone, gravel, asphalt, and various utility lines like electric, gas, and water.

NOTE: ACCORDING TO THE F.U.R.A. IN COMMUNITY PANEL NO. 48213003006 THIS PROPERTY APPEARS TO BE IN ZONE... AND APPEARS TO BE WITHIN THE SPECIAL FLOOD HAZARD AREA... THE SURVEY SET FORTH DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON SOME OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES...

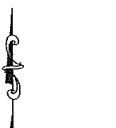
STATE OF TEXAS, COUNTY OF HENDERSON, PROPERTY DESCRIPTION. BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE 4TH SURVEY, ABSTRACT NO. 815 AND 816, O.M. WARE SURVEY, ABSTRACT NO. 815, HENDERSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO RUNAWAY RANCHES, LTD., RECORDED IN DOCUMENT NO. 2013-0001819, OFFICIAL PUBLIC RECORDS, HENDERSON COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

EASEMENT DESCRIPTION. BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE 4TH SURVEY, ABSTRACT NO. 815 AND 816, O.M. WARE SURVEY, ABSTRACT NO. 815, HENDERSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO RUNAWAY RANCHES, LTD., RECORDED IN DOCUMENT NO. 2013-0001819, OFFICIAL PUBLIC RECORDS, HENDERSON COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

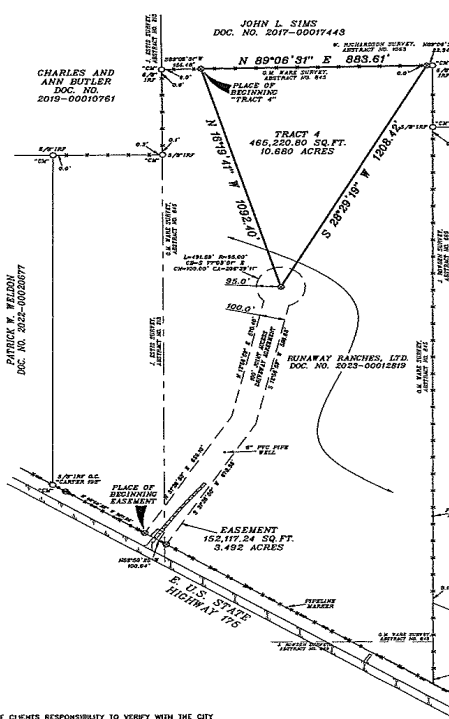
SURVEYOR'S CERTIFICATE. THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR (BRIAN GALLIA) HEREBY CERTIFIES TO BE IN CONNECTION WITH THE CLIENT TRANSACTION AGREEMENT DATED 05/21/2024, THAT THE SURVEY AND DESCRIPTION SET FORTH HEREON WERE PREPARED FROM AN ACTUAL, ON-THE-GROUND INSPECTION OF THE SUBJECT PROPERTY, SUCH SURVEY WAS CONDUCTED BY THE UNDERSIGNED, OR UNDER HIS DIRECTION, THE PLAT HEREON 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, DESCRIPTION OF METES AND APPARENT IMPROVEMENTS, AS INDICATED AND NOTED THEREON, AND NO USABLE AND ACCURATE DESCRIPTION OF METES AND APPARENT IMPROVEMENTS AS INDICATED AND NOTED THEREON WAS OBTAINABLE AT THE TIME THE SURVEY WAS PERFORMED EXCLUSIVELY FOR THE BENEFIT OF THE ABOVE NOTED PARTIES AND TRANSFERORS OF THIS SURVEY BY OTHER PARTIES OR FOR ANY OTHER PURPOSE. THE SURVEY SHALL BE AT USER'S OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

ACCEPTED BY: SIGNATURE, DATE, SIGNATURE, DATE. BRIAN GALLIA, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5569.

SURVEY PLAT. E. U.S. STATE HIGHWAY 175. O.M. WARE SURVEY, ABSTRACT NO. 815, & J. ESTIS SURVEY, ABSTRACT NO. 213. HENDERSON COUNTY, TEXAS.



# TRACT 4



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

NOTE: IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY WITH THE CITY AND/OR COUNTY REGARDING ZONING REGULATIONS (BUILDING, EASEMENT, ETC.) THAT COULD AFFECT THE DEVELOPMENT OF THIS PROPERTY PRIOR TO ANY CONSTRUCTION.

LEGEND table with symbols for brick, concrete, wood deck, stone, gravel, asphalt, and various utility lines like electric, gas, and water.

NOTE: ACCORDING TO THE F.U.R.A. IN COMMUNITY PANEL NO. 48213003006 THIS PROPERTY APPEARS TO BE IN ZONE... AND APPEARS TO BE WITHIN THE SPECIAL FLOOD HAZARD AREA... THE SURVEY SET FORTH DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON SOME OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES...

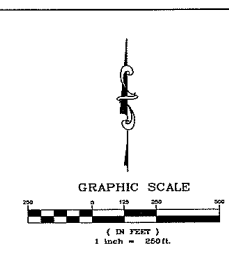
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EASEMENT DESCRIPTION. BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE 4TH SURVEY, ABSTRACT NO. 815 AND 816, O.M. WARE SURVEY, ABSTRACT NO. 815, HENDERSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO RUNAWAY RANCHES, LTD., RECORDED IN DOCUMENT NO. 2013-0001819, OFFICIAL PUBLIC RECORDS, HENDERSON COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

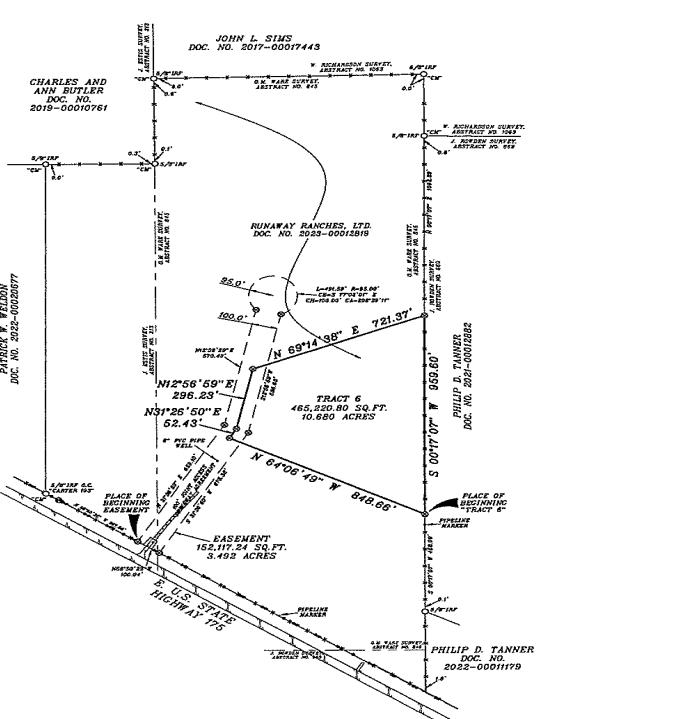
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ACCEPTED BY: SIGNATURE, DATE, SIGNATURE, DATE. BRIAN GALLIA, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5569.

SURVEY PLAT. E. U.S. STATE HIGHWAY 175. O.M. WARE SURVEY, ABSTRACT NO. 815, & J. ESTIS SURVEY, ABSTRACT NO. 213. HENDERSON COUNTY, TEXAS.



# TRACT 6



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

NOTE: ACCORDING TO THE F.L.R.M. IN COMMUNITY PANEL NO. 48213002506 THIS PROPERTY APPEARS TO BE IN ZONE... AND... WITHIN THE SPECIAL FLOOD HAZARD AREA... THIS STATEMENT DOES NOT MEAN THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE... GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES... FLOOD LINES SHOWN HEREON SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

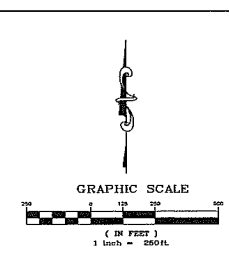
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1/2" IRON ROD FOUND SET	1/2" IRON ROD FOUND SET	1/2" IRON PIPE FOUND	1/2" IRON PIPE FOUND
WOOD DECK	WOOD DECK	STONE	STONE
CONCRETE	CONCRETE	GRAVEL/ROCK ROAD OR DRIVE	GRAVEL/ROCK ROAD OR DRIVE
ASPHALT PAVING	ASPHALT PAVING		

**LEGEND**  
 DRAINAGE & UTILITY EASEMENT  
 BOUNDARY LINE SET BACK LINE  
 CHAIN LINK FENCE  
 WOOD FENCE  
 METAL FENCE  
 WIRE FENCE  
 WATER LINE  
 GAS LINE  
 ELECTRIC METER  
 1/2" IRON ROD FOUND SET  
 1/2" IRON PIPE FOUND  
 WOOD DECK  
 CONCRETE  
 ASPHALT PAVING

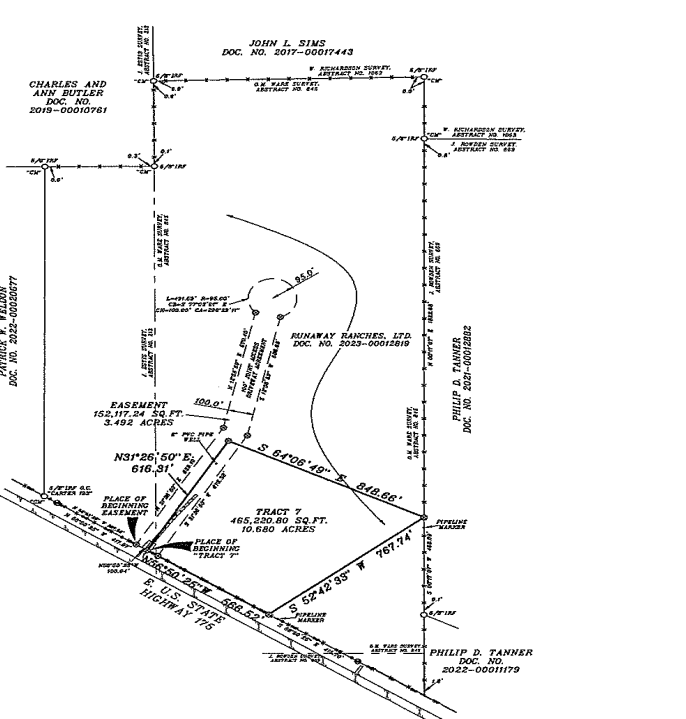
ACCEPTED BY: \_\_\_\_\_ SIGNATURE DATE  
 \_\_\_\_\_ SIGNATURE DATE  
 \_\_\_\_\_ SIGNATURE DATE  
 \_\_\_\_\_ SIGNATURE DATE

**BRIAN GALLIA & ASSOCIATES-  
 BGS&A Land Surveying, Inc.**  
 801 STATE HIGHWAY 34 S. SUITE - C  
 QUINLAN, TEXAS, 76774  
 PHONE: (800) 447-0658  
 FAX: (803) 447-0801  
 www.bgsurveying.com

**SURVEY PLAT**  
 E. U.S. STATE HIGHWAY 175  
 O.M. WARE SURVEY, ABSTRACT NO. 845,  
 & J. ESTIS SURVEY, ABSTRACT NO. 213  
 HENDERSON COUNTY, TEXAS



# TRACT 7



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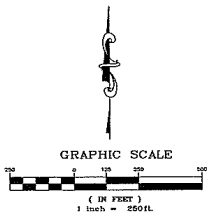
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1/2" IRON ROD FOUND SET	1/2" IRON ROD FOUND SET	1/2" IRON PIPE FOUND	1/2" IRON PIPE FOUND
WOOD DECK	WOOD DECK	STONE	STONE
CONCRETE	CONCRETE	GRAVEL/ROCK ROAD OR DRIVE	GRAVEL/ROCK ROAD OR DRIVE
ASPHALT PAVING	ASPHALT PAVING		

**LEGEND**  
 DRAINAGE & UTILITY EASEMENT  
 BOUNDARY LINE SET BACK LINE  
 CHAIN LINK FENCE  
 WOOD FENCE  
 METAL FENCE  
 WIRE FENCE  
 WATER LINE  
 GAS LINE  
 ELECTRIC METER  
 1/2" IRON ROD FOUND SET  
 1/2" IRON PIPE FOUND  
 WOOD DECK  
 CONCRETE  
 ASPHALT PAVING

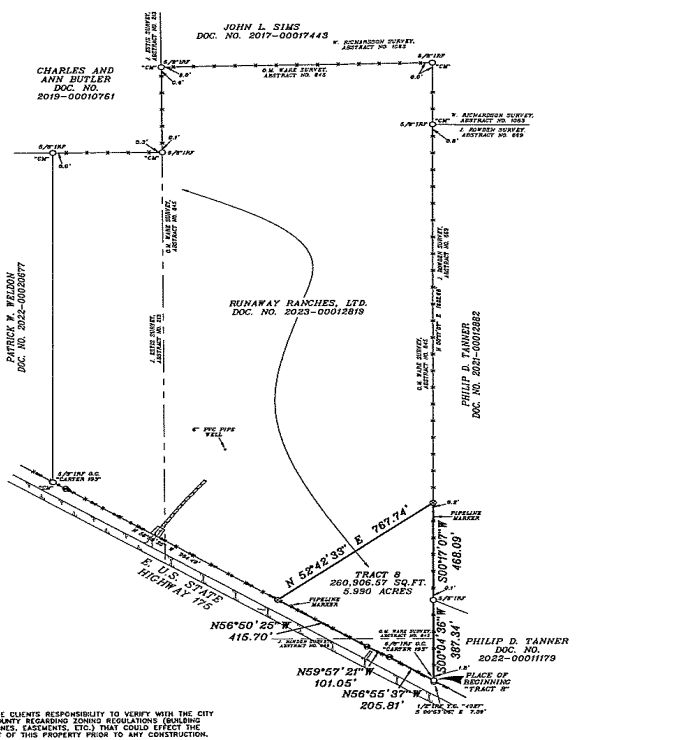
ACCEPTED BY: \_\_\_\_\_ SIGNATURE DATE  
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**BRIAN GALLIA & ASSOCIATES-  
 BGS&A Land Surveying, Inc.**  
 801 STATE HIGHWAY 34 S. SUITE - C  
 QUINLAN, TEXAS, 76774  
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**SURVEY PLAT**  
 E. U.S. STATE HIGHWAY 175  
 O.M. WARE SURVEY, ABSTRACT NO. 845,  
 & J. ESTIS SURVEY, ABSTRACT NO. 213  
 HENDERSON COUNTY, TEXAS



# TRACT 8



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

NOTE: ACCORDING TO THE F.A.R.M. IN COMMUNITY PANEL NO. 48313005056 THIS PROPERTY APPEARS TO BE IN ZONE 10-A. ANY APPLICABLE ZONING WITHIN THIS PROPERTY SHOULD BE VERIFIED WITH THE LOCAL GOVERNMENT. THE SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT GUARANTEE THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON FLOOD OCCASIONS. HEAVY FLOODS CAN AND WILL OCCUR AND FLOOD DAMAGE MAY BE INCURRED 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: ELEVATION BASIS: GEODETIC NORTH WORLD GEODETIC SYSTEM 1984 (NAD83). GPS OBSERVED. "CM" CONTROLLING MONUMENT (RECOGNIZED AS OF RECORD DENSITY).

TEXAS LICENSED SURVEYING FIRM REGISTRATION NUMBER 10150300

LEGEND	
BRICK	1/2" IRON ROD FOUND/SET
REVERSED	1/2" IRON ROD FOUND
CONCRETE	1/2" IRON ROD SET (UNLESS OTHERWISE NOTED)
WOOD DECK	1" IRON PIPE FOUND
STONE	"X" FOUND/SET
	GRAVEL/ROCK ROAD OR DRIVE
	ASPHALT PAVING
	DAVE - BRANNAGE & UTILITY EASEMENT
	BE - BELONGING LINE/SET BACK LINE
	CHAIN LINE FENCE
	WOOD FENCE
	BARBED WIRE
	METAL FENCE
	PIPE FENCE
	W - WATER LINE
	G - GAS LINE
	ELECTRIC METERS
	UTP - LIGHT POLE
	TR - TRANSFORMER
	OWP - OVERHEAD POWER LINE
	PCF - POINT FOR CORNER
	BARB - BARBENT
	ROW - RIGHT-OF-WAY
	FE - POOL EQUIPMENT
	UCV - UNDERGROUND CABLE TV
	TE - TRANSFORMER

**BRIAN GALLIA & ASSOCIATES**  
**BGA&A Land Surveying, Inc.**  
 8011 STATE HIGHWAY 34 S. SUITE C  
 QUINLAN, TEXAS, 75474  
 PHONE: (903) 447-0858  
 FAX: (903) 447-0931  
 www.bgasurveying.com

**SURVEY PLAT**  
 E. U.S. STATE HIGHWAY 175  
 O.M. WARE SURVEY, ABSTRACT NO. 845  
 & J. ROWDEN SURVEY, ABSTRACT NO. 689  
 HENDERSON COUNTY, TEXAS

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

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. ROWDEN SURVEY, ABSTRACT NO. 689 AND THE O.M. WARE SURVEY, ABSTRACT NO. 845, HENDERSON COUNTY, TEXAS, BEING A PORTION OF SAID TRACT OF LAND DESCRIBED IN DEED TO RUNAWAY RANCHES, LTD. RECORDED IN DOCUMENT NO. 2023-00012819, OFFICIAL PUBLIC RECORDS, HENDERSON COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND MEASURES AS FOLLOWS:

BEINGING: AT A 5/8" HIGH IRON ROD FOUND WITH ORANGE CAP STAMPED 4227 FOR CORNER IN THE RECORDED NORTHEAST CORNER OF SAID RUNAWAY RANCHES, LTD. TRACT AND THE APPROPRIATE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO PHILIP D. TANNER RECORDED IN DOCUMENT NO. 2022-00011878, OFFICIAL PUBLIC RECORDS, HENDERSON COUNTY, TEXAS, FROM WHICH A 1/2" HIGH IRON ROD FOUND WITH YELLOW CAP STAMPED 4027 FOR REFERENCE BEARS SOUTH 00 DEGREES 58 MINUTES 58 SECONDS WEST - 7.33 FEET.

THENCE NORTH 56 DEGREES 53 MINUTES 37 SECONDS WEST, ALONG THE RECORDED NORTHEAST RIGHT-OF-WAY LINE OF SAID E. U.S. STATE HIGHWAY 175 AND THE RECORDED SOUTHWEST LINE OF SAID RUNAWAY RANCHES, LTD. TRACT, A DISTANCE OF 205.81 FEET TO A CONCRETE MONUMENT FOUND FOR ANGLE POINT;

THENCE NORTH 59 DEGREES 57 MINUTES 21 SECONDS WEST, ALONG THE RECORDED NORTHEAST RIGHT-OF-WAY LINE OF SAID E. U.S. STATE HIGHWAY 175 AND THE RECORDED SOUTHWEST LINE OF SAID RUNAWAY RANCHES, LTD. TRACT, A DISTANCE OF 103.00 FEET TO A CONCRETE MONUMENT FOUND FOR ANGLE POINT;

THENCE NORTH 26 DEGREES 50 MINUTES 15 SECONDS WEST, ALONG THE RECORDED NORTHEAST RIGHT-OF-WAY LINE OF SAID E. U.S. STATE HIGHWAY 175 AND THE RECORDED SOUTHWEST LINE OF SAID RUNAWAY RANCHES, LTD. TRACT, A DISTANCE OF 170.00 FEET TO A 1/2" HIGH IRON ROD SET WITH YELLOW CAP STAMPED 5003 FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A CONCRETE MONUMENT FOUND FOR WITNESS BEARS NORTH 54 DEGREES 50 MINUTES 25 SECONDS WEST - 284.19 FEET;

THENCE NORTH 52 DEGREES 42 MINUTES 33 SECONDS EAST, OVER AND UPON SAID RUNAWAY RANCHES, LTD. TRACT, A DISTANCE OF 787.14 FEET TO A 1/2" HIGH IRON ROD SET WITH YELLOW CAP STAMPED 5004 FOR CORNER IN THE RECORDED EAST LINE OF SAID O.M. WARE SURVEY, ABSTRACT NO. 845, THE RECORDED WEST LINE OF THE J. ROWDEN SURVEY, ABSTRACT NO. 689, HENDERSON COUNTY, TEXAS, THE RECORDED EAST LINE OF SAID RUNAWAY RANCHES, LTD. TRACT AND THE APPROPRIATE 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, FROM WHICH THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A 5/8" HIGH IRON ROD FOUND WITH YELLOW CAP STAMPED 4027 FOR REFERENCE BEARS NORTH 00 DEGREES 58 MINUTES 58 SECONDS WEST - 1522.84 FEET;

THENCE SOUTH 00 DEGREES 17 MINUTES 07 SECONDS WEST, ALONG THE RECORDED EAST LINE OF SAID RUNAWAY RANCHES, LTD. TRACT AND THE APPROPRIATE WEST LINE OF SAID TANNER TRACT (DOC. NO. 2021-00012882), A DISTANCE OF 488.09 FEET TO A 3/8" HIGH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING AN APPROPRIATE WEST CORNER CORNER OF SAID TANNER TRACT;

THENCE SOUTH 00 DEGREES 14 MINUTES 36 SECONDS WEST, ALONG THE RECORDED EAST LINE OF SAID RUNAWAY RANCHES, LTD. TRACT AND THE APPROPRIATE WEST LINE OF SAID TANNER TRACT (DOC. NO. 2021-00012882), A DISTANCE OF 303.34 FEET TO THE PLACE OF BEGINNING AND CONTAINING 250,000.00 SQ. FT. OR 5.90 ACRES OF LAND.

**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR (BRIAN GALLIA) HEREBY CERTIFIES TO IN CONNECTION WITH THE CLIENT TRANSACTION AGREEMENT DATED 05/23/2024, THAT THE SURVEY AND DESCRIPTION SET FORTH HEREIN WAS PREPARED FROM AN ACTUAL SURVEY OF THE GROUND AND NOT FROM AN EXISTING SURVEY. THE SURVEY WAS CONDUCTED BY THE UNDERSIGNED, OR UNDER HIS DIRECTION, THE REAL REASON 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 INTERESTS AND APPROPRIATE EASEMENTS AND AS INDICATED THERE ARE NO VISIBLE AND APPARENT ENCUMBRANCES OR PROVISIONS ON THE GROUND EXCEPT AS INDICATED BY THE SURVEY SET FORTH HEREIN. THE SURVEY WAS PERFORMED EXCLUSIVELY FOR THE BENEFIT OF THE PARTIES AND IS NOT TO BE RELIED UPON FOR ANY OTHER PURPOSES. ANY USE OF THE SURVEY BY OTHER PARTIES AND/OR FOR ANY OTHER PURPOSES SHALL BE AT SOLE RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

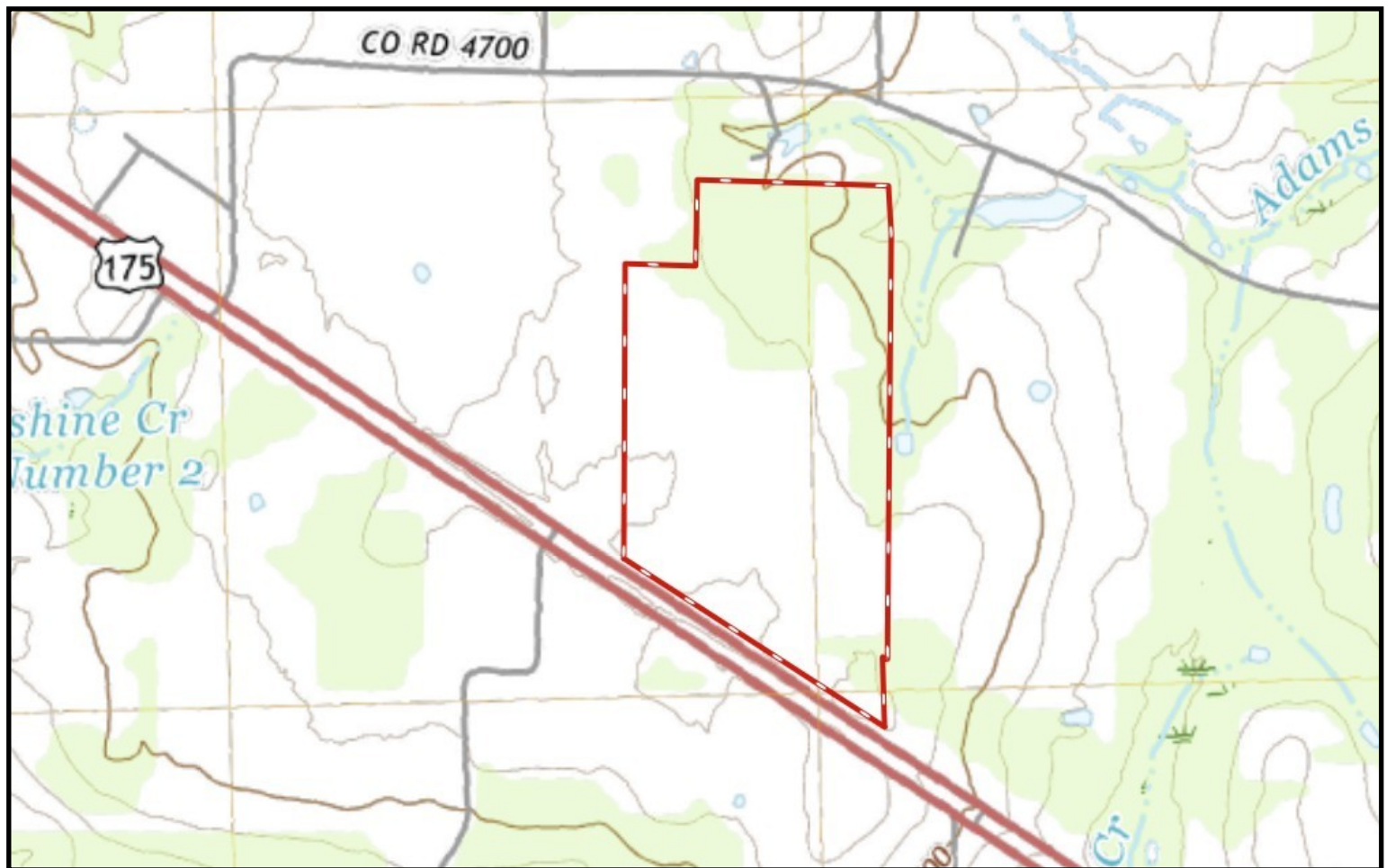
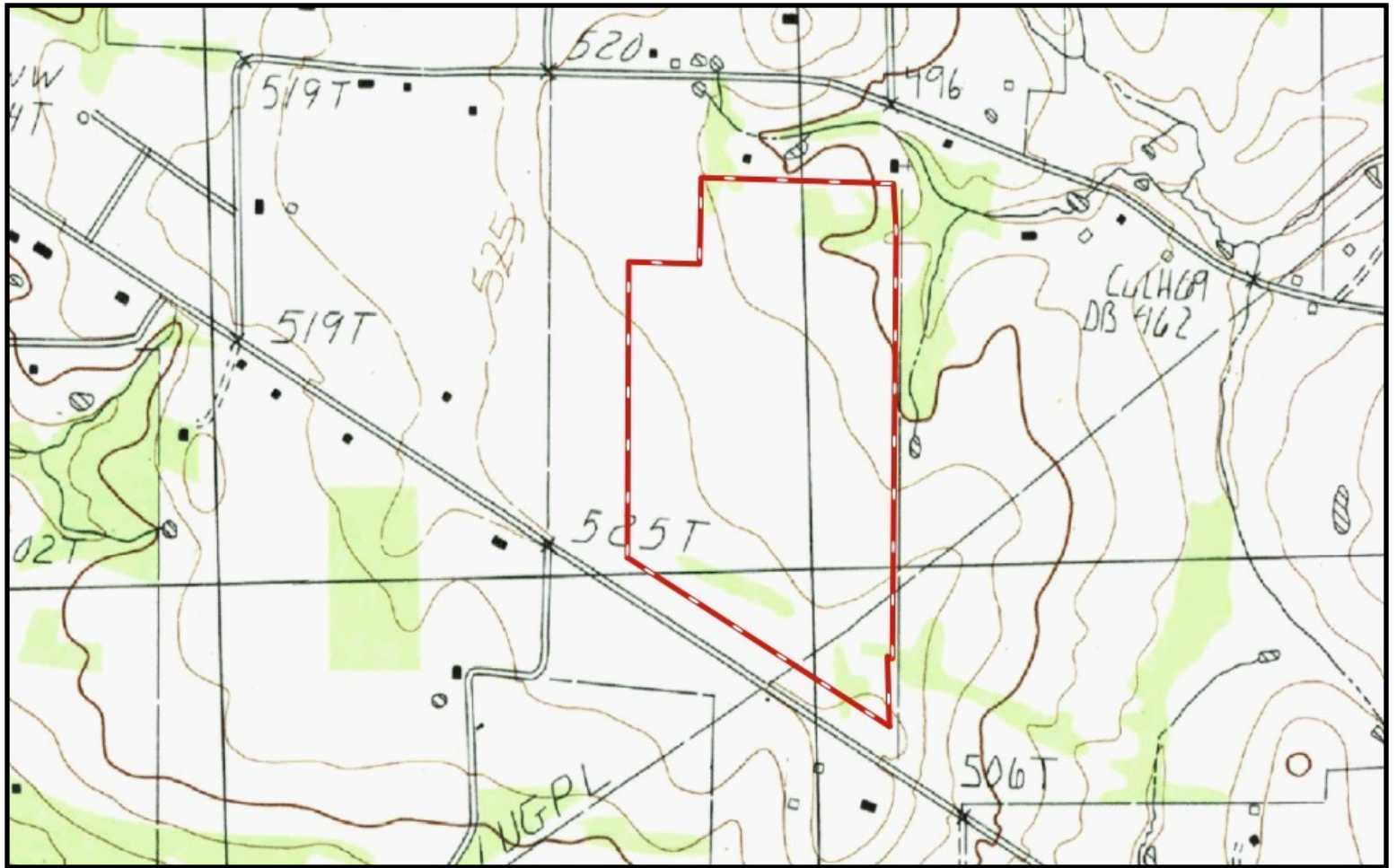
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

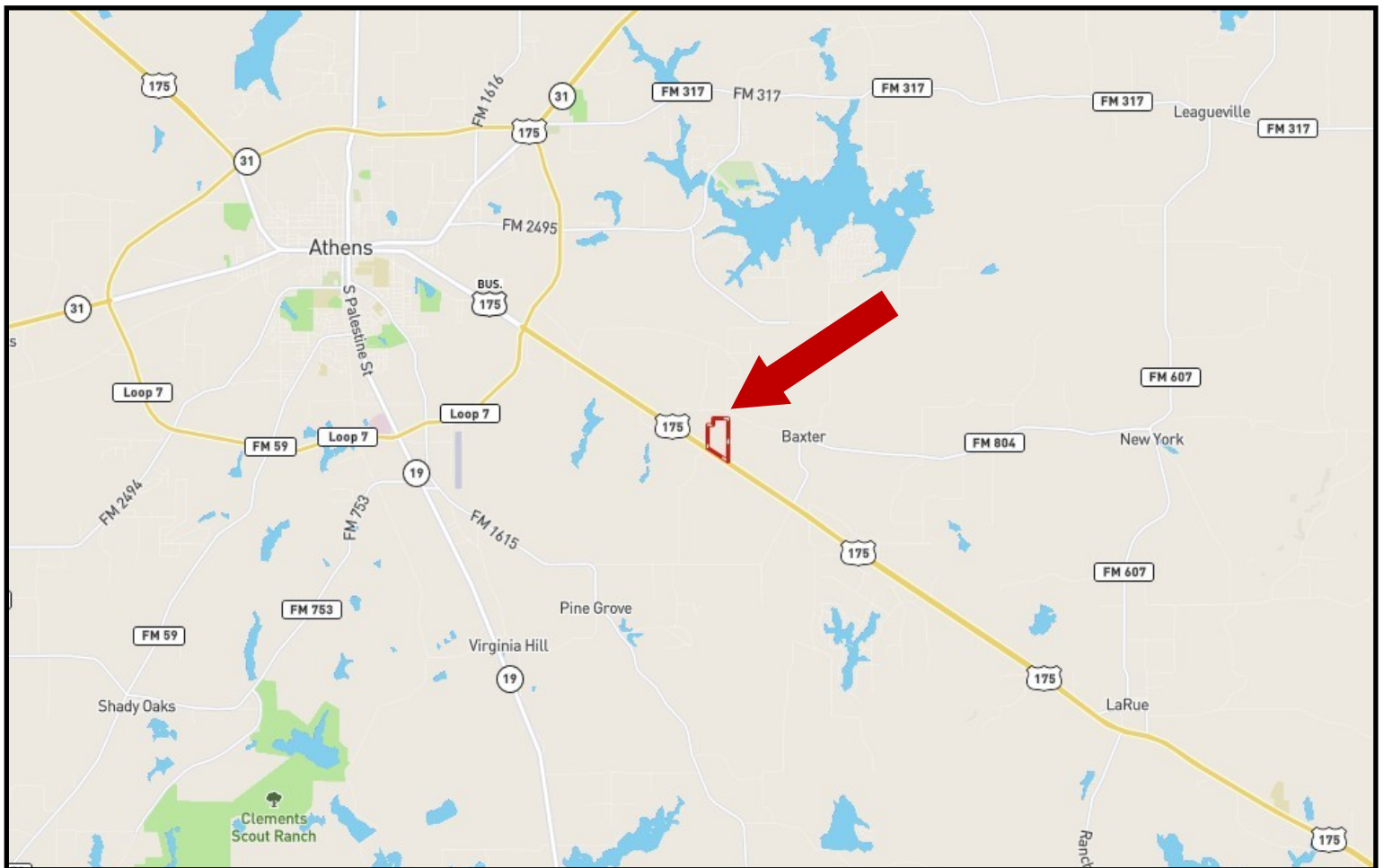
*Brian Gallia*  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 55569

ACCEPTED BY: \_\_\_\_\_ SIGNATURE DATE SIGNATURE DATE









## 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 5<sup>th</sup> 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.