



UNIMPROVED LAND SELLER'S DISCLOSURE

FOR THE PURPOSE OF PROPOSED OFFERS FOR THE UNIMPROVED PROPERTY LOCATED AT:

TBD County Road 175 and TBD FM 2481 Stephenville Tx 76401

(Property Address)

SELLER  is  is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.

SELLER  is  is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.

SELLER  is  is not aware of any environmental hazards that materially and adversely affect the Property.

SELLER  is  is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.

SELLER  is  is not aware of any wetlands, as defined by federal or state law or regulating affecting the Property.

SELLER  is  is not aware of any threatened or endangered species or their habitat affecting the Property.

SELLER  is  is not aware that the Property is located  wholly  partly in a floodplain,

SELLER  is  is not aware that a tree or trees located on the Property has oak wilt.

SELLER has or is aware of the following leases:  ground,  mineral,  oil & gas,

fixture, or  tenant.  Seller is not a party or aware of any leases associated with the Property.

If SELLER is aware of any of the items above, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER NAME: Swaim Land Investments LLC

SELLER NAME: \_\_\_\_\_

DocuSigned by:  
Josli Swaim  
2DDF37D72EBE483...  
Signature

07/15/2024  
Date

\_\_\_\_\_  
Signature Date

07/15/2024  
Date

\*\*\*\*DO NOT REMOVE \*\*\*\*\*THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\*

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Document No. 2024-04173

RESTRICTIONS

Parties: SWAIM LAND INVESTMENTS LLC  
to  
THE PUBLIC

FILED AND RECORDED  
REAL RECORDS  
On: 07/26/2024 at 04:03 PM

Document Number: 2024-04173  
Receipt No. 135404  
Amount: \$53.00

By: cwhite  
Gwinda Jones, County Clerk  
Erath County, Texas

9 Pages



STATE OF TEXAS  
County of Erath

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Erath County.

Gwinda Jones, County Clerk

A handwritten signature in cursive script that reads "Gwinda Jones".

Record and Return To:  
THE ALLEN FIRM PC  
IN BOX



## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Swaim Land Investments LLC (hereinafter “Developer”) is the owner of the following described real property:

All that certain lot, tract, or parcel of land being 209.123 acres of land out of the R. Dillard Survey, Abstract No. 198 and the B. Forbes Survey, Abstract No. 270, Erath County, Texas, SAVE AND EXCEPT 43.684 acres of land, being more particularly described in Exhibit A, attached hereto and fully incorporated herein for all purposes.

This Declaration of Covenants, Conditions, and Restrictions is adopted by Developer as the covenants, conditions, and restrictions for the above-described real property (the “Property”).

THEREFORE, Developer declares that the Property is, and shall be held, sold, conveyed, and occupied subject to the covenants and restrictions hereinafter set forth, in whole or in part. These restrictions are for the benefit of the Developer and the future owners and shall run with the land.

**1. Purpose:** The purpose of the following restrictions is to provide regulation for the construction that will occur on the Property, and to clearly establish the rules that govern what is, and what is not acceptable within the Property. These restrictions are intended to promote a quality of construction and atmosphere that will help insure property values are protected, and that the Property will be a quiet and peaceful neighborhood.

**2. Easements:** Developer reserves for public use the utility easements that have been or hereafter may be created by separate instrument(s) recorded in the Real Property Records of Erath County, Texas. Such easements are for the purpose of constructing, maintaining, and repairing electrical power lines, telephone lines, cable television, or any other utility the Developer sees fit to install in, across and/or under such utility easements. Should any utility company furnish a service requiring a specific easement by separate recordable document, the Developer, without the joiner of any other Owner, shall have the right to grant such easement within the setback line of any lot without conflicting with the terms hereof. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision, or other authorized entity using the easements herein referred to shall be liable for damages done by them or their assigns, agents, or employees to fences, shrubbery, trees, and lawns on the property of the Owner covered by said easements.

The street easement is a publically dedicated right of way. When enough homes have been built to meet Erath County criteria for accepting a road for county maintenance, the intent is to have Erath County assume maintenance of the road. The developer will maintain the street until maintenance of the road is accepted by Erath County.



**3. Drainage:** Developer reserves for public use the drainage easements that have been or hereafter may be created by separate instrument(s) recorded in Real Property Records of Erath County, Texas. No owner of any lot in the Property may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, or impede the natural flow of water over and across such easements. The natural established drainage patterns of streets, tracts or roadway ditches will not be impaired by any person or persons. Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Drainage culvert installation is subject to the inspection and approval of Erath County.

**4. Use of Lots:** All lots shall be only for single family residential purposes. No structure shall be placed on any lot other than: (i) one (1) single family dwelling, not to exceed two stories in height. The primary residence shall be a minimum of 1,200 finished square feet on the main level, not including porches and garages; (ii) private garages of a capacity to accommodate the needs of the residents for private transportation; and (iii) other outbuildings incidental to residential use. "Single family residential purposes" shall be construed to mean prohibiting manufactured housing, mobile homes or trailers, duplex houses, condominiums, townhomes, or apartments. No trailer, tent, shack, garage, temporary structure, or other outbuilding on the Property shall be used as a residence, temporarily or permanently. Each house must have a minimum of a two car attached garage. Lots shall not be subdivided, partitioned, or otherwise split, unless Developer gives written approval.

**5. Construction Requirements:** All dwellings shall have vertical wall sections of at least eight feet in height. A-frame or dome construction shall not be allowed. Exterior walls must be 50% masonry or glass. Cement board and stucco are considered masonry. All residences shall face the street. All residences, accessory buildings, guest houses, or other approved structures must be set back from the property line at least 50 feet.

**6. Accessory Buildings:** On lots under 3 acres detached garages, workshops, and other accessory buildings or other outbuildings shall not exceed 3,000 square feet. Accessory buildings on lots over 3 acres may exceed 3,000 square feet. Accessory buildings must be located no closer to the street than the rear of the primary residence built on such lot. Steel outbuildings are allowed. Accessory buildings shall have sidewalls that do not exceed 16 feet in height. The color scheme of all accessory buildings shall be coordinated with house color scheme.

**7. Guest Houses:** Guest or "mother-in-law" quarters are acceptable and intended to be used primarily for the lot owner's guests or family. Guest houses shall not exceed 1,200 sq. ft. of living area.

**8. Parking and Storage:** No vehicle, RV trailer, trailer, motor home, boat, or personal watercraft shall remain parked on the public streets or stored closer to the street than the front of the house. RV trailers or other vehicles that have living quarters may be used by guests of the lot owner on a temporary basis not to exceed a total of twenty-one (21) days in any given month. Vehicles, trailers, boats, personal watercraft, equipment, machinery, or similar objects that are inoperable, unlicensed, or abandoned shall not be left within the Property.

9. **Animals:** On all lots the total number of outside dogs and cats shall not exceed four per lot. Dogs must be in a kennel, dog run or fenced area that confines said dog(s) to that area. Dogs will not be permitted to run loose in the Property and must be vaccinated for rabies according to State law. In addition to normal household pets, up to one (1) head of livestock for each full acre of land in the lot may be kept on lots. Livestock shall consist only of horses, cattle, donkeys, sheep, goats, alpacas or llamas and a limited number of swine as provided herein. Subject to the other restrictions contained herein, swine shall further be limited to swine kept solely for exhibition in a junior livestock show by a 4-H or FFA member residing on such lot. In no case shall the number of swine kept on any lot exceed two (2) head. Ten (10) chickens may be kept on all lots, so long as the chickens are contained in cages at least 100 feet behind the primary residence. All animals maintained on each lot shall be controlled by their owner so they do not leave the boundary lines of each lot where they are located. All animals must be for personal use and not maintained for commercial purposes. No animal of any sort, including cats and dogs may be bred for commercial purposes on any lot.

10. **Commercial Uses:** Commercial operations, including but not limited to trading lots, trucking yards, heavy equipment operation or storage, material pits, wrecking yards, or retail or wholesale businesses shall not be permitted to operate within the Property.

11. **Towers:** Towers shall not be erected for the use of radio, wind power, or any commercial use or purpose.

12. **Signs:** No sign larger than twenty-four by thirty inches (24"x 30") in size shall be allowed.

13. **Trash Disposal and Burning:** Garbage, trash, or other debris shall not be permitted to be dumped within the Property. Trash, garbage or other waste shall be kept in sanitary containers and disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No burning of articles other than leaves and tree limbs shall be allowed.

14. **Duty of Maintenance:** Owners and occupants (including lessees) of any lot shall jointly and severally have the duty and responsibility, to keep that lot, including improvements and grounds, in a well-maintained, safe, clean and attractive condition. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes;
- b. Keeping driveways in good repair;
- c. Complying with all government health and policy requirements;
- d. Repair of exterior damage to improvements;

In the event owner(s) of the land in the Property shall lease his/her property to others; it will be the responsibility of the owner(s) to inform such lessee of these Restrictions, and further, it shall be said owner(s) responsibly to ensure the lessee complies with these Restrictions.

**15. Obnoxious or Offensive Activities:** Activities that are obnoxious or offensive to adjoining homeowners are not permitted. This includes but is not limited to illegal activity, repetitious 4-wheeler or dirt bike riding, barking dogs, loud music or motors, and trash burning.

**16. Swimming Pools:** Swimming pools may only be located behind the house.

**17. Garage Sales:** Garage sales are permitted but are limited to two (2) per calendar year per residence.

**18. Other:** Trampolines, clothes lines, playhouses, playground equipment, bicycles, etc. will be stored inside or behind the house when not in use. Yard ornaments should not be excessive. No painted trees are permitted. All propane, natural gas, or other fuel tanks shall be located behind the house or buried.

**19. Term:** These provisions hereof shall run with the land and shall be binding on all parties and all persons coming under them for a period of 25 years from the date these are recorded. After 25 years, these restrictions shall be automatically extended for successive periods of five years each unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to terminate the restrictions in a whole or in part. Each owner shall have one vote for each lot that they own.

**20. Amendment:** These Restrictions may be amended in whole or in part with the consent of seventy-five percent (75%) of the owners of the lots, as evidenced by a written amendment bearing the signatures of such. Further, for so long as the Developer owns any lot, such amendment shall only be valid if Developer has consented to such amendment by executing same. An amendment shall be valid once same has been duly recorded in the Real Property Records of Erath County, Texas.

**21. Enforcement:** These restrictions and covenants may be enforced by the Developer, its successors and assigns, and any other person or persons owning real property in said Property, by legal proceedings for injunction, or to recover damages for the breach thereof, or both. If any owner of a lot employs counsel to enforce or defend these Restrictions, then the owner prevailing in any suit brought under these Restrictions shall be entitled to receive his attorney's fees and court costs in any judgment. Failure to enforce a violation of these restrictions shall not be deemed a waiver of the right to enforce the restrictions.

**22. Severability:** Invalidation of any one of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions herein. All other provisions shall remain in full force and effect.

This Declaration is executed this 20<sup>th</sup> day of July, 2024 at Stephenville, Texas.

**DECLARANT:**

**SWAIM LAND INVESTMENTS LLC**

BY:   
JOSH SWAIM, MANAGING MEMBER


ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ERATH

This instrument was acknowledged before me on the 20<sup>th</sup> day of July, 2024, by JOSH SWAIM, MANAGING MEMBER of SWAIM LAND INVESTMENTS LLC, on behalf of said company.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
THE ALLEN FIRM, P.C  
181 G. GRAHAM  
STEPHENVILLE, TEXAS 76401

## EXHIBIT A

BEING a tract of land out of the R. Dillard Survey, Abstract No. 198 and the B. Forbes Survey, Abstract No. 270, Erath County, Texas, and being all of that called 208.12 acre tract of land described in the deed to Austin Harris and Brooke Harris, as recorded in Document No. 2018-06431, Official Public Records, Erath County, Texas (OPRECT), all of that called 1.00 acre tract of land described in the deed to Austin Harris Investments, LLC, as recorded in Document No. 2018-06543, OPRECT, and being more particularly described by metes and bounds as follows: (Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values).

BEGINNING at a magnail found in County Road 175 (paved) and in the south line of said Dillard Survey for the southwest corner of said 208.12 acre tract and the southeast corner of a tract of land described in the deed to Belinda Kay Nugent, et al., as recorded in Document No. 2023-06482, OPRECT, from which a magnail found at the apparent southeast corner of said Dillard Survey bears North  $60^{\circ}08'07''$  East, a distance of 1,383.49 feet;

THENCE North  $33^{\circ}07'50''$  West, with the west line of said 208.12 acre tract, passing a 3 inch pipe fence corner post in the occupied north line of County Road 175 at a distance of 28.51 feet, continuing generally along a wire fence, a distance of 1,979.41 feet to a point for the westernmost northwest corner of said 208.12 acre tract, from which a 3 inch cedar fence corner post bears South  $59^{\circ}57'38''$  East, a distance of 3.61 feet and another 3 inch cedar fence corner post bears North  $68^{\circ}05'20''$  East, a distance of 4.99 feet, and a spike found for the called southernmost corner of a tract of land described in the deed to Joel Bishop, et al., as recorded in Document No. 2020-04841, OPRECT bears North  $17^{\circ}53'59''$  East, a distance of 20.07 feet;

THENCE North  $57^{\circ}12'59''$  East, with the western north line of said 208.12 acre tract and generally along a wire fence, a distance of 1,445.85 feet to a 3/8 inch iron rod found for an inner corner of said 208.12 acre tract and the southernmost southeast corner of said Bishop tract;

THENCE North  $31^{\circ}22'46''$  West, generally along a wire fence, a distance of 1,692.90 feet to a 3/8 inch iron rod found for the northernmost northwest corner of said 208.12 acre tract and an inner corner of said Bishop tract;

THENCE North  $59^{\circ}03'23''$  East, with the northernmost north line of said 208.12 acre tract and generally along a wire fence, passing a 3/8 inch capped iron rod found marked "RPLS 5531" for the southwest corner of a tract of land described in the deed to Rebecca Knop, as recorded in Document No. 2021-06077, OPRECT at a distance of 1,797.38 feet, continuing for a total distance of 2,846.90 feet to a 4 inch pipe fence corner post in the west line of F.M. 2481 for the northeast corner of said 208.12 acre tract and the southeast corner of said Knop tract;

THENCE with the west line of F.M. 2481, the following courses and distances:



South 20°05'35" West, a distance of 102.46 feet to an IRS for the beginning of a curve to the left, having a radius of 1,962.40 feet, and a chord which bears South 04°27'04" West, a distance of 1,058.22 feet with said curve to the left, through a central angle of 31°17'02", an arc distance of 1,071.48 feet to an IRS;

South 11°11'27" East, a distance of 1,044.23 feet to an IRS for the beginning of a curve to the right, with a radius of 2,259.30 feet, and a chord which bears South 00°44'04" West, a distance of 933.70 feet;

With said curve to the right, through a central angle of 23°51'02", an arc distance of 940.48 feet to an IRS;

South 12°39'35" West, a distance of 1,442.15 feet to a cotton spindle set at the intersection of the west line of F.M. 2481 and County Road 175, for the southeast corner of said 208.12 acre tract;

THENCE South 60°0'07" West, with the south line of said 208.12 acre tract and along County Road 175, passing a magnail found at a distance of 289.97 feet, continuing for a total distance of 1,673.46 feet to the POINT OF BEGINNING and containing 209.123 Acres of Land.

#### **SAVE AND EXCEPT**

BEING a tract of land out of the R. Dillard Survey, Abstract No. 198 and the B. Forbes Survey, Abstract No. 270, Erath County, Texas, and being a portion of that called 208.12 acre tract of land described in the deed to Austin Harris and Brooke Harris, as recorded in Document No. 2018-06431, Official Public Records, Erath County, Texas (OPRECT), all of that called 1.00 acre tract of land described in the deed to Austin Harris Investments, LLC, as recorded in Document No. 2018-06543, OPRECT, and being more particularly described by metes and bounds as follows: (Basis of bearing being U.S. State Plane Grid – Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.)

BEGINNING at a magnail set in County Road 175 (paved) and the south line of said 208.12 acres for the southwest corner of this tract, from which a magnail found for the southwest corner of said 208.12 acre tract bears South 60°08'07" West, a distance of 1,112.18 feet and a magnail found for the apparently southeast corner of said R. Dillard Survey bears North 60°08'07" East, a distance of 271.32 feet;

THENCE over and across said 208.12 acre tract, the following courses and distances:

North 29°52'13" West, a distance of 706.01 feet to a 5/8 inch capped iron rod set marked "NATVIE CO., LLC" (IRS);

North 20°36'16" West, a distance of 1,361.56 feet a 3/8 inch iron rod found for an inner corner of said 208.12 acre tract and the southernmost corner of a tract of land described in the deed to Joel Bishop, et al, as recorded in Document No. 2020-04841, OPRECT, also being the northwest corner of this tract;

THENCE continuing over and across said 208.12 acre tract, the following courses and distances:

North 57°12'59" East, a distance of 502.21 feet to an IRS;

South 44°07'35" East, a distance of 721.16 feet to an IRS;

North  $86^{\circ}19'09''$  East, a distance of 710.12 feet to an IRS in the west line of F.M. 2481 and the east line of said 208.12 acre tract, for the northeast corner of this tract;

THENCE South  $12^{\circ}39'35''$  West, with the west line of F.M. 2481, a distance of 1,442.15 feet to a cotton spindle set at the intersection of the west line of F.M. 2481 and County Road 175, for the southeast corner of said 208.12 acre tract and the southeast corner of this tract;

THENCE South  $60^{\circ}08'07''$  West, with the south line of said 208.12 acre tract and along County Road 175, passing a magnail found at a distance 289.97 feet, continuing for a total distance of 561.28 feet to the POINT OF BEGINNING and containing 43.684 acres of land.