

# Helpful Information for offers:

Sellers: Jamey Alaniz

Property Address: Lot 5 CR 450 WAELDER, TX 78959

Attorneys:

Leases:

Residential: \_\_\_ no \_\_\_\_\_

Fixture: \_\_\_ no \_\_\_\_\_

OGM Lease: \_\_\_\_\_ no \_\_\_\_\_

Cattle or AG leases: \_\_\_ no \_\_\_\_\_.

Title Company:

AQUtitle

Kim Cantwell [kim@aquitle.com](mailto:kim@aquitle.com)

Earnest money is **at least 1% of sales price.**

Survey available: .

Paragraph 9 information:

South Central Real Estate 9001473....PO Box 251, Schulenburg, Tx 78956 979-743-1737

Supervisor: Tanya Schindler, Broker 510632.....Listing agent: \_\_\_Tanya Schindler\_\_\_\_\_

concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

## H. SELLER'S DISCLOSURE:

- (1) Seller  is  is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
  - (2) Seller  is  is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
  - (3) Seller  is  is not aware of any environmental hazards that materially and adversely affect the Property.
  - (4) Seller  is  is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
  - (5) Seller  is  is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
  - (6) Seller  is  is not aware of any threatened or endangered species or their habitat affecting the Property.
  - (7) Seller  is  is not aware that the Property is located  wholly  partly in a floodplain.
  - (8) Seller  is  is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary):

STATE OF TEXAS )  
COUNTY OF )  
GONZALES )

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND LIENS FOR  
THE RANCHES AT SUNSET HILL

This declaration is made on the date hereinafter set forth by SHTXLP, LLC, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Gonzales County, Texas, containing 186.62 acres more or less and being more fully described on the map and plat recorded under Clerk's Instrument Plat #152B of the Map and Plat Records of Gonzales County, Texas, hereinafter referred to as "The Ranches at Sunset Hill", "Property" or "Subdivision".

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Property in order to establish a uniform plan for its development, insure the use of the Property for residential purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 186.62 acres described above.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

**ARTICLE I**  
**RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

1.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof and shall inure to the benefit of each owner thereof.

1.02 Access, Utility and Drainage Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Tract Owners and the utility companies.

Utility and Drainage Easements:

- A. All Tracts are subject to a Fifteen Foot (15') electric and communication easement along all Side, Front and Rear property lines

- B. A Thirty Foot (30') Utility easement is reserved along the front of Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 along County Road 450 and County Road 477.
- C. Tracts 10, 11, 12, 13, 14, 15, 16, 17 and 18 have a Thirty Foot (30') easement for the existing overhead power line on each property.
- D. Each Tract is subject to a floating Ten Foot (10') wide by Forty Foot (40') long guy wire easement to be located by Guadalupe Valley Electric Cooperative.
- E. Where underground services are utilized, GVEC will possess a Five Foot (5') wide easement to the service meter location. Easement to follow service line and will vary depending on location of building or structure.

The utility companies have the right to access lots to install and maintain utilities and to access the easements. No utilities will be located outside the easements. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. 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 reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an owner of a tract of land in the Subdivision located within the easements.

1.03 Construction of Improvements on Utility Easements. No buildings, wells or other obstruction shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain drives, landscaping, fences and similar improvements across any utility easement and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

**ARTICLE II**  
**RESTRICTIONS**

- 2.01 The Property is to be used for single family residential purposes only.
- 2.02 Upon start of construction, the exterior of any home must be completed within Twelve (12) months from the slab being poured and built to all applicable building and windstorm/flood codes.
- 2.03 Mobile homes are prohibited on the Property.
- 2.04 Before a residence is constructed, travel trailers and RV's may be temporarily stored on the Property but shall not be used as a permanent residence. After a residence is constructed, all boats, travel trailers and RV's must be stored behind the residence or in a garage.
- 2.05 No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Property.
- 2.06 No pigs or peacocks will be permitted on the Property.
- 2.07 No portion of the Property can be divided into smaller tracts.
- 2.08 No signs for advertising, or billboards, may be placed on the Property with the exception of one professionally made "For Sale" sign.
- 2.09 No activity, whether for profit or not, shall be conducted on the Property which is not related to the occupation of the Property for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity and (c) no toxic substances are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on the Property.
- 2.10 Mineral development by means of mining or drilling is not permitted.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 14 day of October, 2021.

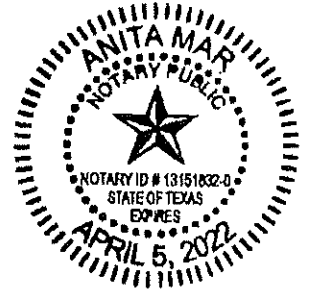
SHTXLP, LLC, a Florida Limited Liability Company  
By: Big Country Land Management, LLC, a Florida  
Limited Liability Company, Sole Manager

By: Leonard Simmons  
Leonard Simmons, Authorized Agent

STATE OF TEXAS §  
COUNTY OF Gonzales §  
§

This instrument was acknowledged before me on the 14 day of October, 2021 by Leonard Simmons, Authorized Agent of Big Country Land Management, LLC a Florida Limited Liability Company, Sole Manager of SHTXLP, LLC, in the capacity therein stated and as the act and deed of said company.

Anita Mar  
NOTARY PUBLIC, State of Texas



**FILED AND RECORDED**

**Instrument Number: 21310582 V: 1387 P: 528**

Filing and Recording Date: 10/14/2021 11:11:56 AM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Gonzales County,



Lona Ackman, County Clerk  
Gonzales County, Texas

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

Returned To:  
LEONARD SIMMONS

