



PROPERTY OWNER'S INFORMATION GUIDE



THE FOLLOWING IS INFORMATION FOR PROPERTIES KNOWN AS SUNSET RANCHES LOCATED IN HUDSPETH COUNTY, TEXAS.

IN CONSIDERING THE PURCHASE OF THIS LAND, THE BUYER SHOULD RELY UPON THE INFORMATION MADE AVAILABLE IN THIS GUIDE, **WHICH IS PART OF AND INCORPORATED IN THE REAL PROPERTY OFFER AND SALES AGREEMENT.**

This Property Owner's Information Guide
is available to each prospective buyer along with
the Real Property Offer and Sales Agreement.

- LOCATION:** Sunset Ranches is conveniently located 12 miles from Interstate 10 off paved highway #1111 in Hudspeth County Texas. This scenic ranch is approximately 10 min. from Sierra Blanca, 30 min. from Van Horn and approximately 1 hour from the major City of El Paso.
- LAND USE:** The property being offered is mostly comprised of large "Old West" cattle ranches which have now been subdivided, surveyed and platted into 20 acre lots. Upon acceptance by seller of agreement, the buyer may use the land as a homesite or for recreational uses such as camping (RVs), hiking, horseback riding or hunting.
- CLIMATE/
ELEVATION:** The sun shines more than 300 days per year. Low humidity and moderate rainfall combined with warm temperatures create a year-round climate unlike anywhere else. Average summer temperature is approximately 80° with mild winters. Elevation range is 4,600 - 5,200 feet above sea level.
- SERVICES:** Police and fire emergency services are provided by the County. Telephone & Internet services are also available. The nearby cities of Sierra Blanca, Dell City, Van Horn and El Paso all have post offices, lodging, food, auto fuel, schools, medical facilities, shopping and entertainment.
- TOPOGRAPHY:** The topography of the area consists of gently rolling hills with mesquite shrubs, some mountains, many colorful plants and native flowers.
- WATER:** You have water rights. Water can be obtained by drilling a water well on your land or haul your water or purchase water from a local hauler. You need to provide any necessary water storage tanks.
- POWER/
WASTE:** Power options may be obtained by the use of propane gas generators, solar and wind power. Waste disposal is achieved by individual septic systems. Utility easements have been established throughout the ranches/properties to allow for future extension of electricity near the lot boundaries since the actual boundary line of each lot extends approximately 30 feet to the center of any roadway adjacent to that lot. Power/waste costs are the responsibility of Buyer.
- ROADS:** Dirt roads have originally been built and periodically maintained by Seller to allow access to the various properties. Seller, now or in the future, has no responsibility or obligation to continually maintain/grade or pave any of the roads. Buyer is responsible to determine whether or not any vehicle used is suited for the roads. The Seller is not liable for damages to vehicles. All dirt/unpaved roads are private with recorded easements for public ingress and egress and owned by the buyer as per the agreement's legal description.
- ELECTRIC:** In order to obtain electric, (assuming lines or poles are on or close to your land) prior to payoff, it is a requirement of utility company that a Warranty Deed with vendor's lien & promissory note be issued & recorded by seller to buyer once buyer pays 25% against original unpaid principal. Costs for Deed preparation, etc. to buyer will be \$500.00.

DECLARATION
OF RESTRICTIVE
COVENANTS:

Restrictive Covenants affecting the property are on file with the County and are intended to enhance the value and integrity of the land. Most of the restrictions are of such importance, that they are duplicated below:

- a. No lot is to be used as a dumping ground for rubbish, trash, tires, junk, non-moving vehicles or other waste.
- b. Camping is permitted four (4) times a year for no more than 30 days at a time provided intervals between camping are at least 60 days.
- c. All buildings, fencing and other permitted structures must be at least 50 feet from the center of adjoining roads.
- d. No blasting is permitted, nor is the property to be used for any quarry or mining operations.
- e. Hunting is allowed by purchaser or owner on the tract being purchased or owned.
- f. Trailers, motor homes, campers and mobile homes are permitted provided waste facilities are self-contained and disposed of on a needed basis at a registered dumping site.
- g. Before any occupancy, all structures with plumbing facilities must have a septic tank with permit, installed, approved and inspected through Hudspeth County officials. Otherwise, as an acceptable alternative, State approved "composting toilets" are approved for use.
- h. All lots are subject to "open grazing". Therefore, any owner placing livestock on their lot(s) must fence their grazing area.

PROPERTY
GUIDED TOUR:

Upon 10 day notice and within 12 months of purchase buyer will be offered a guided tour to view their property. Buyer will tour the property at his own risk and provide their own vehicle.

DEFAULT:

In the event Buyer shall default in the prompt payment of said indebtedness or shall violate or fail to perform any of the provisions of this agreement and such default, violation or omission shall continue for a period of 15 days after written notice of such default (or, if applicable, such longer notice period as may be required by Section 5.064 of the Texas Property Code), then in any of such events Seller may elect to declare the entire unpaid indebtedness, together with all interest then accrued thereon, immediately due and payable and enforce the collection thereof, or to declare this agreement cancelled and of no further force and effect, as provided in the Texas Property Code §5.064 et seq.

In the event Seller elects to declare this agreement cancelled and of no further force and effect, all monies that have been paid to or deposited with Seller hereunder shall be forfeited and belong to Seller as liquidated damages and breach of this agreement. Immediately upon cancellation of this agreement, the rights, claims and interest of the Buyer in and to said Real Property shall thereupon terminate and the Real Property shall unconditionally belong to Seller.

REGISTERED
AGENT AND
JURISDICTION:

In order to comply with Section 1703(8) of the Interstate Land Sales Full Disclosure Act, Seller hereby appoints Sheral Maloy, PC, a resident of the State of Texas, as its agent in the state upon whom may be served any notice, process or pleading in any action or proceeding against Seller arising out of or in connection with the sale of the land covered by the agreement. Seller and Buyer agree that any such action or proceeding against Seller may be commenced in any court of competent jurisdiction in El Paso County, Texas by service of process upon said agent. Agreement and any terms thereof and herein will be construed under the laws of the State of Texas.

ORAL AGREEMENTS: There are no oral agreements between the parties. Agreement constitutes the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.

PAYMENT/FEEES: All payments received by Seller under the Real Property Offer and Sales Agreement, will be applied first to unpaid property taxes then unpaid fees, past due interest, then regular principal and interest payment(s). In the event that a check used to make any payment required by the Real Property Offer and Sales Agreement is returned unpaid by the payor bank for insufficient or uncollected funds then a \$30.00 fee will be assessed for costs incurred in processing that check. CHECKS THAT ARE RETURNED BY PAYOR'S BANK MAY BE REDEPOSITED ONCE. An administration fee of \$30.00 will be assessed if a default notice is sent to Buyer. If Buyer requests and receives an amendment to contract, Seller may charge Buyer \$50.00 for service and handling.

- GENERAL:
1. One home per 20 acre lot is permitted until property is paid in full.
 2. Buyer agrees not to subdivide property until full payment has been made under the terms of this agreement and Buyer receives Warranty Deed to the property. At that time, subdivision of the property must fully comply with all County rules and regulations.
 3. Buyer may obtain Title Insurance once property is paid in full.
 4. Seller guarantees to deliver Warranty Deed free and clear of encumbrances.
 5. The seller represents that all survey pins are in place. However, over time those pins may not be able to be located unless buyer requests a re-stake @ buyer's expense.
 6. Property Taxes are only estimates & may vary from year to year as determined by the governing authority as to future tax assessments.
 7. The waiver by Seller of any breach of a term or condition of this agreement shall not be deemed to be a waiver of any other breach of that term or condition or of any other term or condition of this agreement regardless of when the breach has occurred.
 8. If any term or provision of this agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
 9. Any and all agreement terms, word usage and meaning thereof, including intent of the parties, shall be construed and defined solely by Seller as those terms are intended to apply to this agreement.
 10. Land is being offered, for its present use without any expectations of capital gain or profit.

Sunset Ranches

