PROPERTY OWNER'S INFORMATION GUIDE



THE FOLLOWING IS INFORMATION FOR PROPERTIES KNOWN AS LONE STAR INVESTMENTS 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 given to each prospective buyer along with the Real Property Offer and Sales Agreement.

LOCATION:	Lone Star Investments land is located in Hudspeth County, TX. East of El Paso County TX.
LAND USE:	The property being offered was a cattle ranch which has been subdivided, surveyed and platted into 20 acre lots. Upon acceptance by seller of agreement, the buyer may IMMEDIATELY USE HIS LAND as a homesite, or recreational uses such as camping, hiking, horse-riding or RVing.
CLIMATE/ ELEVATION:	The sun shines more than 300 days a year. Low Humidity and moderate rain fall combined with warm temperatures create a year-round climate unlike anywhere else. Average summer temperature is 80° with the average winter temperature of 50°. Elevation range is 4,600 - 5,200 feet above sea level.
SERVICE:	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 trees, 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 you can purchase water from a local water hauler in combination with storage tanks that you will provide.
ELECTRIC/ WASTE:	Utility easements have been established throughout the ranch to allow for future extension of electricity along the boundaries. Alternative power may be obtained by the use of propane gas generators, solar and wind power. Waste disposal is achieved by individual septic systems. Electric/waste costs are the responsibility of Buyer.
ROADS:	Dirt roads have been built and maintained by Seller allowing access to all properties. Seller, now or in the future, has no obligation to pave any of the roads. Buyer is responsible to determine whether or not vehicle is suited for roads. The seller is not liable for any damage to vehicle. Buyer uses these roads at his own risk.
LIVESTOCK:	If using the land for livestock, Buyer agrees to build a standard cattle fence around any area of the property which contains livestock. The property is currently subject to open grazing.

LAND PROTECTIVE REGULATIONS:

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, junks, 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 is at least 60 days.

c. All buildings, fencing and other permitted structures must be at least 150 feet from the center of adjoining roads,

d. No structure or improvement including fencing may be on road easement and must be at least 30 feet from the center of all roadways.

e. No blasting is permitted, nor is the property to be used for any quarry or mining operations.

f. Hunting is only allowed on the lot or lots purchased by the owner.

g. Trailers, motor homes, campers and mobile homes are permitted provided waste facilities are self-contained and disposed on a need basis at a registered dumping site.

h. 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.

i. 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 3 weeks notice and within 12 months of purchase buyer will be offered a guided tour to view their property. Buyer will tour the property in their own vehicle suitable for all terrain roads at their own risk.

DEFAULT:

An administration fee of $30.00 will be assessed if a default notice is sent to Buyer. 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 if the Texas Property Code), then in such events Seller may elect to declare the entire unpaid indebtedness, together with all interest 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 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 it's agent in that 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 such action or proceeding against seller may be commenced in any court of competent jurisdiction in Hudspeth County, Texas by service of process upon said agent and any terms thereof and herein will be construed under laws of the State of Texas.

ORAL AGREEMENTS:

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

PAYMENTS/FEES:

All payments received by Seller under the Real Property Offer and Sales Agreement, will be applied first to unpaid property taxes then unpaid late fees, past due interest, then regular principal and interest payment(s). Lone Star Investments does not accept partial payments in any form.

In the event that a check is used to make any payment required by the Real Property Offer and Sales Agreement is returned unpaid by the payor's bank for insufficient or uncollected funds, then a $30.00 fee will be assessed for costs incurred in processing the check.
Checks that are returned by payors bank may be redeposited once.

If Buyer requests and receives an amendment to contract,
Seller may charge Buyer $60.00 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 is made under the terms of this agreement and Buyer receives Warranty Deed to the property. At that time, sub-division of the property must fully comply with all County rules and regulations.
3. Seller represents that all survey pins are in place.
4. You may hunt on only YOUR own land provided you fence the land (12'-18' swing type gates are allowed for access openings) and after you have made payments to Seller totaling $800.
5. This agreement is immediately rescinded and absolutely void, at the sole option of the Seller, if any payment presented by Buyer for any down payment or the first payment due under this agreement is returned for insufficient funds.
6. The waiver by the Seller of any breach of 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 occurred.
7. 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 shall in no way be affected, impaired or invalidated.
8. 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.
9. Land is being offered for its present use without any expectations of capital gain or profit.





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LONE STAR INVESTMENTS