United Country Real Estate | Market Realty

LOT 3 County Road 137
TX, 77835
$99,975







YOUR COUNTRY HOMESITE | 3.634 ACRES

Bring your plans and make this peaceful 3.634-acre Burleson County property your own. Mature oaks, abundant wildlife, electricity onsite, and road frontage on two sides provide a great foundation for a country home, homestead, or weekend getaway.

Located near Deanville with convenient access to Lake Somerville, Caldwell, and College Station, this tract offers country privacy without giving up accessibility.

Possible owner financing available!25% down at 7% interest for 10-15 years with approved credit. Roger Chambers - Broker/Owner.



Roger Chambers

(C) 979-830-7708

(o) 979-836-9600

355843-B

appraisals@marketrealty.com

The information contained herein has been obtained through sources deemed reliable but cannot be guaranteed as to its accuracy. Any information of special Interest should be obtained through independent verification. This Is not a solicitation if your property is currently listed with another broker. Equal Opportunity Housing Provider. Franchise offices are independently owned and operated.

Deanville Acres

Texas, AC +/-

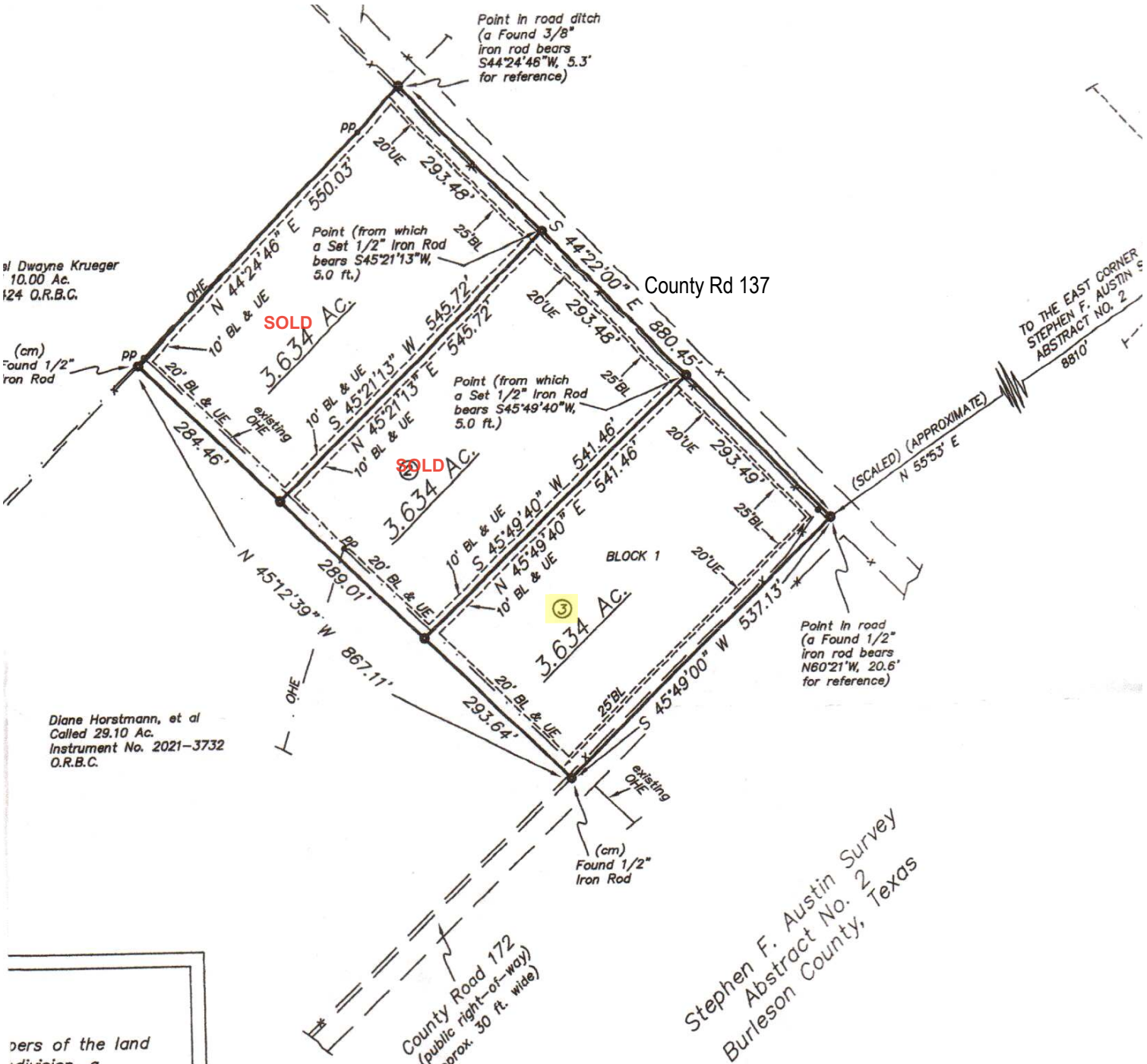


Boundary

Boundary

Susan Kiel
P: 979-289-2159
www.marketrealty.com
2201 Becker Dr. Brenham, TX 77833

The information contained herein was obtained from sources deemed to be reliable.
Land id™ Services makes no warranties or guarantees as to t



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Way, Easements,

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METES AND BOUNDS OF ORIGINAL CALLED 10.90 AC.

Land Use Restrictions ("Restrictions")
10.90 acres, Stephen F. Austin Survey, Abstract No.2
Burleson County, Texas

Date: February 22, 2023

Declarant: Roger Chambers and Lee Ann Chambers

Declarant'sAddress: 2201 Becker Drive Brenham, Texas 77833

Property: The land described in Exhibit A, attached. Described in deed instrument number 2021-6731 Official Records of Burleson County, Texas and plat filed by Clerk of Burleson County, Texas on 23rd of January 2023 in recorded in Volume 2, Page 83A, Document # 2023-1 Official Records of Burleson County, Texas

I. Definitions

"Applicable Law" means all federal, state and local laws, ordinances, regulations, or rules, applicable to the person, circumstance and/or property addressed in the provision of these Land Use Restrictions in which the term appears.

"Covenants" means the covenants, conditions, and restrictions in this these Land Use Restrictions.

"Declarant" means, Roger Chambers and Lee Ann Chambers, and anypurchaser, successor, or assign that acquires all unimproved Tracts owned by Declarant for development. Declarant will name any successor in a recorded document evidencing the purchase and identifying the unimproved tracts.

"Easements" means easements within the Property for utilities, drainage, access, and other purposes as shown on the survey map or of record.

"Owner" means every record Owner of a fee interest of lands within the boundary of the Property, whether in whole or in part, any later tenant, lessee, or occupant of lands within the boundary the Property, whether in whole or in part.

"Real Property Records" means the real property records of the county or counties in which the Property is located.

"Residence" means a detached building designed for and used as a Single Family dwelling and constructed on one or more Tracts.

1. "Single Family" means a group of individuals related by blood, adoption, or marriage, orunrelated roommates not exceeding the number of bedrooms in a Residence constitute a single family under this paragraph.
2. "Structure" means any improvements on a Tract (other than a Residence), including afence, wall, guest house, swimming pool, outbuilding, shop, barn, or similar improvement.

"Tract" means any land or portion of land containing any part of the Property described in Exhibit "A".

II. Clauses and Covenants 1.

Imposition of Covenants

a. Declarant imposes these Covenants on the Property described in Exhibit A. All Owners and other occupants of the tracts by their acceptance of their deeds, leases, or occupancy of any tract agree to and are subject to the Covenants.

b. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Tract.

c. Each Owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

2. Survey Map, Easements, and Setbacks

a. Incorporation by Reference. The survey, easements, and all other matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

3. Use and Activities

a. Single Family Residential, Agricultural or Recreational Use Permitted. Owners may use the Property for single-family residential, agricultural, or recreational purposes conforming with other applicable covenants, conditions, and restrictions.

b. Business Use Limitations. Business Use Prohibited. Whether for-profit or not, no business nor business activity shall be permitted in any Residence or on any Lot, except that an Owner or occupant may conduct business activities that are merely incidental to the Owner's residential use within a Residence. The Owner's incidental use may continue so long as (a) the existence or operation of the business activity is not apparent by sight, sound, or smell from outside the Residence; (b) the business activity conforms with other applicable covenants.

c. Sewage Disposal. Any sewage disposal system must be designed, located, and constructed in compliance with state or county entities' requirements and standards.

4. Construction and Maintenance Standards

a. *Maintenance*. Each Owner must keep the Tract, Residence, and all Structures in a well-maintained and orderly condition and shall in no event permit the accumulation of garbage, junk vehicles, trash, or rubbish of any kind thereon.

5. Residences and Structures.

Required Area. The total area of a Residence, exclusive of porches, garages, or carports, must be 1,200 square feet or greater. No manufactured, modular, trailer, rv or any similar type of residence may be used as a residence on the land described in

Exhibit "A".

6. General Provisions

a. *Enforcement and Waiver.* The Declarant or any Owner shall have the right to enforce, by any proceeding at law or equity, all easements, and Covenants imposed by this Declaration. Failure to enforce any Covenant shall not be deemed a waiver of the right of enforcement either concerning the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. The Declarant shall have no liability for such enforcement or non-enforcement.

b. *Term.* This Declaration runs with the land and is binding for a term of ten (10) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within six (6) months before the end of a term, sixty-seven (67%) percent of the Owners vote not to extend the term. Each Tract has one vote.

c. *Corrections.* The Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

d. *Amendment.* This Declaration may be amended at any time by the affirmative vote of sixty-seven percent (67%) of the Tract Owners. Each Tract has one vote. An instrument containing the approved amendment will be signed by the Tract Owners in favor of the amendment and recorded in the Official Public Records of Burleson County, Texas. Owners will be provided with a copy of the amendment after adoption.

e. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

f. *Notices.* Any notice required by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

g. *Covenants Running with the Land.* These restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Tract, and each Tract Owner.

h. *Subordination.* No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the above-described Property or any parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

i. *Liberal Interpretation.* This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Roger Chambers

Lee Ann Chambers

STATE OF TEXAS)

COUNTY OF WASHINGTON)

Before me, on this day personally appeared Roger Chambers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Roger Chambers executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____day of_____, 2023.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF WASHINGTON)

Before me, on this day personally appeared Lee Ann Chambers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Lee Ann Chambers executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____day of_____, 2023.

Notary Public, State of Texas
My commission expires: _____

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

EQUAL HOUSING OPPORTUNITY

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS: A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. **Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.**

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally; and
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

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Name of Licensed Supervisor of Sales Agent/Associate, if applicable	License No.	Email	Phone
Roger D. Chambers	**355843**	**appraisals@marketrealty.com**	**(979)830-7708**
Name of Sales Agent/Associate	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials | Date