



*TBD Nixon Lake Rd
Burton, TX 77835*

\$130,000

Small acreage with wide open views of blue skies and rolling terrain just west of Burton and less than 10 minutes from Round Top! Tract is being taken out of larger tract so acreage amount is flexible. Property has organic improved pasture with electricity crossing the property, paved road frontage and convenient location close to Hwy 290. Build your dream home and enjoy the country. Open rolling views and nice tree lined boundaries on front and back for privacy.



Susan S. Kiel, Broker Associate

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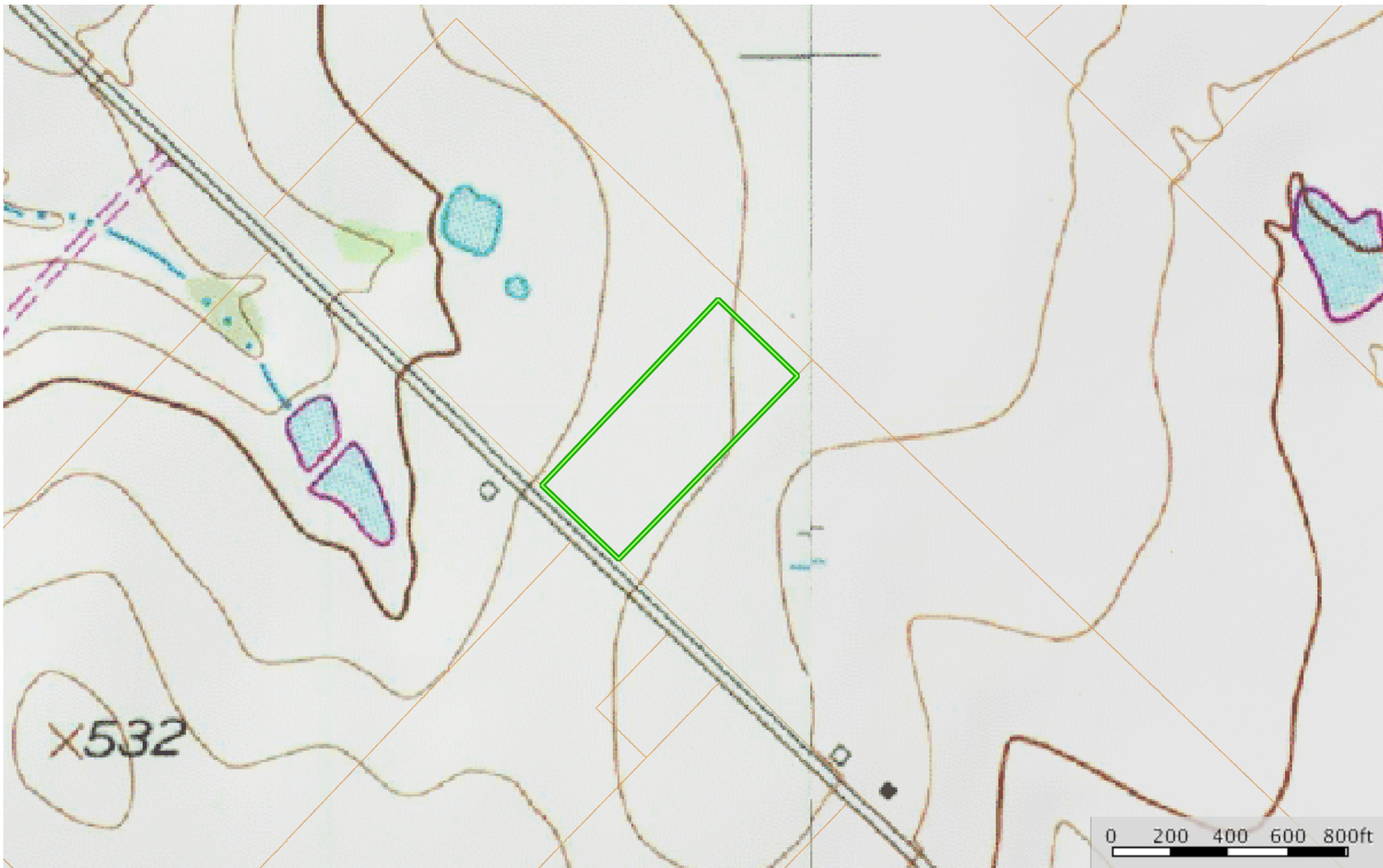
If you have a brokerage relationship with another agency, this is not intended as a solicitation. All information deemed reliable but not guaranteed.



haight 5 ac
Texas, AC +/-



- ★ Subject
- Ⓜ Gate
- Boundary
- Boundary
- 100 Year Floodplain
- 500 Year Floodplain



 Boundary

 100 Year Floodplain

 500 Year Floodplain

RESTRICTIONS AND PROTECTIVE COVENANTS

The lands described herein are subject to the following covenants, restrictions, and conditions, which shall be covenants to run with the land, as hereinafter set out:

1. The hereinafter described property shall be used for single family dwellings, single family dwellings with guest quarters and agricultural purposes only. No multi-family dwellings or commercial business operations are allowed.
2. Prior to occupancy of a parcel, each parcel owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining parcels, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquids.
3. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.
4. No part of the hereinabove described property shall be used as a junkyard, wrecking yard, derelict car, truck or vehicle lot, or trailer park. No abandoned or junked cars, tractors or other vehicles are to be permitted on the property.
5. No structures of a temporary character, mobile home, modular home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence.
6. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any parcel, except "for sale" signs.
7. No more than one (1) head of livestock per $\frac{3}{4}$ of an acre, or cow-calf unit per acre, shall be kept and/or placed on the lands herein conveyed. No swine or poultry brood operations shall be kept or permitted on the premises, except those being used for 4-H or FFA projects.
8. No Tract may be re-subdivided less than 2.5 acres.
9. No structure, home, barns, sheds and storage buildings may be constructed on said premises nearer than 50 feet from the front property line, any side or rear property line.
10. All oil, gas and other minerals situated in, on or under the surface of the Property, including but not limited to any portion of the Property now or hereafter lying

within any public street or roadway located on the Property, shall be and hereby are reserved and retained by and unto sellers and hereby are expressly excluded and excepted from any future conveyance of the Property, or any part thereof.

11. The above covenants are to run with the land and shall be binding upon all parties or persons claiming under grantees, and grantees' heirs, successors and assigns, until January 1, 2037 after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the properties been recorded, agreeing to change said covenants in whole or in part.
12. Enforcement of the foregoing restrictions and protective covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any of the covenants and restrictions, either to restrain said violations and/or to recover damages. Said proceedings may be brought by any property owner who owns land out of the original 27.619 acre tract of which the property hereinabove described is a part. Nothing contained herein shall be so construed as to require (Grantor) to enforce said covenants and restrictions on behalf of the other property owners.

Seller

Date



Information About Brokerage Services

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

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.

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 or subagent by the buyer or buyer's agent.

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.

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 coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

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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Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date