

3081 Oak Bend Cir., Brenham
Texas, 11.843 AC +/-





ACREAGE LISTING INFORMATION

NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESSED OR IMPLIED ARE MADE AS TO THE ACCURACY OF THE INFORMATION HEREIN OR WITH RESPECT TO THE SUITABILITY, USEABILITY, FEASIBILITY, MERCHANTABILITY OR CONDITION OF ANY PROPERTY DESCRIBED HEREIN.

Location of Property:	Brenham (Zionsville Area)	TXLS #	115777
Address of Property:	3081 Oak Bend Cir., Brenham, TX 77833	HAR.COM	
County:	Washington		
For Sale Sign on Property?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Number of Acres:	11.8430
Subdivision Restricted:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Price per Acre (or)	
Road Frontage:	Paved, Asphalt	Total Listing Price:	\$685,000.00
Improvements on Property:		Terms of Sale:	
Home:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Cash:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Buildings:	3145 sf Home, Built in 1994	Seller-Finance:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Barns:	Barn w/Office & RV Storage Barn	Conventional:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Approx. % Wooded:	Scattered, Mature	School District:	Brenham I.S.D.
Type Trees:	Live Oaks	Nearest Town to Property:	Brenham
Fencing:	Perimeter <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Property Taxes:	
Condition:		School:	Brenham ISD
Cross-Fencing:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	County:	Washington
Condition:	excellent	FM/Rd/Br.:	
Ponds:	Number of Ponds: none	Hospital:	
Sizes:		GCD:	
Creek(s):	Name(s): none	TOTAL:	\$ -
River(s):	Name(s): none	Agricultural Exemption:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Water Well(s): How Many?	One	Minerals and Royalty:	Seller to convey surface rights
Year Drilled:	1994	Seller believes	none *Minerals
Depth:	Unknown	to own:	none *Royalty
Community Water Available:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Seller will	any owned Minerals
Provider:		Convey:	any owned Royalty
Electric Service Provider (Name):		Leases Affecting Property:	
Bluebonnet Electric		Oil and Gas Lease:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Gas Service Provider	NONE	Lessee's Name:	
Septic System(s): How Many:	One	Lease Expiration Date:	
Conventional		Surface Lease:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Soil Type:	Sandy	Lessee's Name:	Gary Lehe (Hay Lease)
Grass Type(s):	Hay production	Lease Expiration Date:	
Flood Hazard Zone:	See Seller's Disclosure.	Oil or Gas Locations:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Road Type:	Paved/County Maintained Road	Easements Affecting Property:	Name(s):
Driving time from Houston	1 hour+	Pipeline:	None
Items specifically excluded from the sale:		Roadway:	None
Additional Information:		Electric:	Bluebonnet (residential only)
		Telephone:	
		Water:	None
		Other:	None
		Additional Information:	Deed Restricted Property

others establishing a pool or unit for the purpose of exploration, drilling or production by means of a well or wells located on lands other than those included within WESTERN OAKS PLACE nor shall said Bank, its successors or assigns, be prohibited from authorizing or permitting the recovery of oil, gas and other minerals from beneath the surface of the lands located within WESTERN OAKS PLACE by means of directional or horizontal drilling or other technique which do not disturb or injure or impair the surface of said lands without any prior consent being required.

The said WESTERN OAKS PLACE SUBDIVISION, as originally platted, is comprised of thirteen (13) tracts, lots or parcels of land, hereinafter called "tracts" and the following covenants, restrictions and conditions shall apply to each and all of said tracts and each portion of any subdivided tract, and shall be covenants to run with the land as hereinafter provided:

1. All tracts shall be used for single family residential dwellings and/or farming purposes only.
2. No outdoor toilets or privies shall be erected on any tract, but only approved-type septic tanks or other sewage disposal systems or devices shall be used. All septic tanks and/or sewage disposal systems or devices shall be constructed and maintained in accordance with the standards specified by the State Department of Health and any other governmental agency whose rules and regulations govern installation and use of sewage disposal systems.
3. No tract or any part thereof shall be used as a junk yard, wrecking yard, derelict car, truck or vehicle lot, or trailer park. No abandoned or junk cars, tractors or other such vehicles are permitted on any tract or any part thereof.
4. No structure of a temporary character is permitted upon any tract or part thereof, including but not limited to mobile homes, trailer houses, railroad cars of any type, cars, boxcars, cabooses, buses and the like.
5. No mobile homes, trailer homes, modular homes, manufactured homes or the like shall be permitted on any tracts at any time.
6. No single family residential dwellings shall be constructed upon any tract which shall contain less than 1400 square feet of covered living area, exclusive of open porches, patios, garages and other out buildings.
7. Except as restricted by these provisions farming operations, including the raising of cattle and livestock, shall be permitted, provided however no commercial feedlot type operations or commercial poultry operations shall be permitted on the premises. Nothing herein contained shall prevent feeding out animals or raising poultry for family use and consumption or as a 4H or FFA Club project. No more than one animal unit per acre shall be allowed on the premises except that with reference to sheep and/or goats, two animal units per acre will be permitted. Where a combination of types of animals are kept on a tract, the total number allowed shall be determined by allocating one acre per animal unit, regardless of kind, except in the case of sheep or goats, in which case two animal units are allowed to the acre allocated for sheep or goats. A cow with an unweaned calf, a mare with an unweaned colt, or a ewe with unweaned lambs, or a nanny with unweaned kids shall be deemed to be "one animal unit". Otherwise each head of cattle or livestock kept on the premises shall be deemed to be "one animal unit". No swine shall be permitted on the premises except those being used for 4H or FFA Club projects and then not to exceed two head per family. All lots, pens,

and other areas where cattle or livestock are kept or raised shall be kept in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to keep down flies and other insects so as not to become a nuisance to the neighborhood.

8. No tract may be re-subdivided into parcels of less than 2 acres. In the event a tract is re-subdivided in compliance with this provision, each re-subdivided parcel shall be subject to the covenants, restrictions and conditions herein set forth.

9. No house, building or other structure as may have been previously constructed or located upon any lands not included within WESTERN OAKS PLACE SUBDIVISION shall be permitted to be moved onto any tract within WESTERN OAKS PLACE SUBDIVISION and thereafter restored or remodeled, but all improvements as are permitted to be located upon any of the tracts within WESTERN OAKS PLACE SUBDIVISION shall be of new construction.

10. No residence shall be constructed upon any tract within WESTERN OAKS PLACE SUBDIVISION in violation of the building setback lines as shown upon the plat of said subdivision. Where no building setback line is shown, no residence shall be constructed nearer to a front lot line or side lot line than 30 feet. Barns, sheds and storage buildings may be constructed on any tract, however no barn, shed or storage building shall be placed nearer than 100 feet from the front property line or 50 feet from any side or rear boundary line. The term "front property line" means and refers to that portion of the lot which borders upon West Oak Drive or Oak Bend Circle or FM Highway No. 2679.

11. Each tract owner shall maintain an attractive fence on all road frontages if said owner elects to fence said tract.

12. The foregoing covenants, restrictions and conditions are to run with each and all tracts and shall be binding upon each and all owners of each and every tract, their heirs, successors and assigns, until January 1, 2015, after which time said covenants shall be of no further force and effect but null and void.

Enforcement of the foregoing covenants, restrictions and conditions shall be by proceedings at law or in equity against any person or entity violating any of the covenants, restrictions or conditions, either to restrain said violation and/or to recover damages. Said proceedings may be brought by the owner of any tract or the owner of any re-subdivided tract or by the Developer. Nothing contained herein shall be so construed as to require the Developer, WASHINGTON COUNTY STATE BANK, to enforce the foregoing covenants, conditions and restrictions in behalf of other tract owners. In any such proceeding at law or in equity brought against any person or entity violating any of the covenants, restrictions or conditions, the prevailing party in such proceeding shall be entitled to recover, in addition to any other relief granted to such party, reasonable attorney's fees incurred by such party in connection with such proceeding.

Executed this the 8th day of September, 1989.

WASHINGTON COUNTY STATE BANK

BY: William R. Gaskamp
WILLIAM R. GASKAMP, President

ATTEST:

Maryn Antkowiak
MARYN ANTKOWIAK, Cashier

Developer

pledged before me on this the 8
WILLIAM R. GASKAMP, President of
a Texas corporation, on behalf of

Charlotte Kerner

THE STATE OF TEXAS
COUNTY OF WASHINGTON

Y
Y
Y

This instrument was acknowledged before me on this the 8
day of September, 1989 by WILLIAM R. GASKAMP, President of
WASHINGTON COUNTY STATE BANK, a Texas corporation, on behalf of
said corporation.

Charlotte Keener

Notary Public in and for
the State of T E X A S

