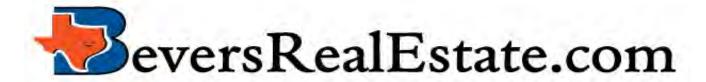
3081 Oak Bend Cir., Brenham Texas, 11.843 AC +/-







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.

	n of Property: s of Property:	Brenham (Zionsville Area) 3081 Oak Bend Cir., Brenham, TX 77833			TXLS # HAR.COM	115777	
С	County:	Washington					
For Sale Sign on Property? Subdivision Restricted:		☑ YES ☐ NO ☑ YES ☐ NO ☑ Total Listing		Acre (or)	11.8430		
Road Frontage: Paved, Asphalt Improvements on Property:			<u>Total Listir</u> Terms of S		\$685,000	0.00	
Home:	✓ YES NO		<u>161115 01 3</u>	Cash:		✓ YES	□NO
Buildings:	3145 sf Home, Bu	uilt in 1994	 	Seller-Finance:		□ YES	□ NO
24490.	0.100.100107.00		 	Conventional:		☑ YES	□NO
Barns:	Barn w/Office & RV Storage Barn		 		,		
			School Dis	trict:	Bre	nham	I.S.D.
Approx. % V		Scattered, Mature	Nearest To	own to Proper	ty:	Brenham	
Type Trees:							
<u>Fencing:</u>	Perimeter			Property Tax	<u>:es:</u>	D 1	100
	Condition:			School:		Brenham	
	Cross-Fencing: Condition:	☐ YES ☑ NO excellent	- 11	County: FM/Rd/Br.:		Washingt	ON
Ponds:	Number of Ponds			Hospital:			
Sizes		. Hone		GCD:			
Creek(s):	Name(s):	none	 	TOTAL:	\$		
<u> </u>	114.110 (0)1		 	. 0			
River(s):	Name(s):	none	Agricultura	al Exemption:	✓ Yes	□No	
				d Royalty:Selle	to convey	surface rig	ht <u>s</u>
Water Well(s): How Many? One			Seller believes		none		*Minerals
Year Drilled: 1994 Depth: Unknown			to own:		none		*Royalty
Community Water Available: ☐ YES ☑ NO			Seller will		ny owned		Minerals
Provider		Convey:		ny owned		_Royalty	
	<u>vice Provider (Nar</u>	<u></u>		5			
Bluebonnet El			ecting Propert	-		L ballon accom	
Gas Service Provider NONE			Oil and Gas Lea	_	es	∐ No	Unknown
Sontic Systo	m(s): How Many	/· One	Lessee's Name: Lease Expiratio				
Septic Syste Conventional	III(3). HOW Marry	<u>One</u>	Lease Expiratio	iii Dale.			
Soil Type:	Sandy		Surface Lease:	✓ Y	'es	□No	
Grass Type(s):	Hay production	Lessee's Name:			(Hay Lease		
	one: See Seller's Disc	losure.	Lease Expiratio			()	/
			Oil or Gas			Yes	☑ No
Road Type: Paved/County Maintained Road			<u>Easements</u>	Affecting Pro	perty:	Name(s):	
			Pipeline:	None			
<u>Driving time f</u>		Roadway:	None				
I tems specifically excluded from the sale:			Electric:	Bluebonnet (re	esidential or	nly)	
			Telephone:				
A 1 1111	6 11		Water:	None			
<u>Additional Ir</u>	<u>nrormation:</u>	Other:	None	D 15			
			Additional	<u>Information:</u>	Deed Res	stricted Prop	perty
			-				
			─ }				

RESTRICTIONS AND PROTECTIVE COVENANTS OF WESTERN OAKS PLACE SUBDIVISION, WASHINGTON COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That the WASHINGTON COUNTY STATE BANK, a DAMALLY COUNTY organized under the laws of the State of Texas, having its principal office and place of business in Brenham, Washington County, Texas, is the owner of that certain 125.400 acres of land situated in the E. Allcorn Survey, A-2, Washington County, Texas, situated in the E. Allcorn Survey, A-2, Washington County, Texas, situated in the E. Allcorn Survey, A-2, Washington County, Texas, situated in the E. Allcorn Survey, A-2, Washington County, Texas, situated in the E. Allcorn Survey, A-2, Washington County, Texas, situated in the Deed to the and being the same property described in the Deed to the WASHINGTON COUNTY STATE BANK as recorded in Volume 597, beginning at Page 536 of the Official Records of Washington County, Texas, which said 125.400 acres of land is being subdivided into thirteen (13) lots or parcels of land, and which subdivision is herein called WESTERN OAKS PLACE; and

restrictions and said deed or not. following restrictions, conditions and protective covenants apply uniformly to all of the lots and parcels in the subdivis and each deed which may be hereafter executed with regard to conclusively have been parcels in the subdivisual to the tracts, lots or parcels in the subdivisual tracts. and the al1 out the accepted conclusively for of the lots WHEREAS, CARS WESTERN parcels uniform benefit of els within tracts, lots or parcers ...
tracts, lots or parcers ...
rely be held to have been executed, delivered a
subject to the following provisions, whether sa
lons and protective covenants be set out or referenced the plan he WASHINGTON COUNTY STATE BANK, as developer of KS PLACE SUBDIVISION, desires to create and carry plan for the use, improvement and development of and parcels in the WESTERN OAKS PLACE SUBDIVISION: of the present and future owners of said tracts thin said subdivision, and for the protection of alues in the subdivision. For this purpose the f the lots and parcels in the subdivision be hereafter executed with regard to any or parcels in the subdivision shall said the to

with those persons or part lots or parcels of land thereof where further sub and provisions of these a that any oil, gas or mine; by the WASHINGTON COUNTY; had being first obtained and notwithstanding such consent being obtained, no well shall be drilled within 1000 feet of any building located upon any lot, tract or parcel of land within the subdivision; but nothing herein contained shall prevent the WASHINGTON COUNTY STATE BANK, its successors or assigns, from executing oil, gas and mineral leases as permit the pooling of the lands included within WESTERN OAKS PLACE with lands owned by express parcel 25 STATE interests assigns. provided in the delivered by the provided parcels excepted successors subbivision, but not retained by and unt All oil, gas and other minerals lying in, on and under the 125.400 acres tract, including but not limiting to the 3.776 acres lying within the streets and roadways (West Oak Drive and Oak Bend Circle) as reflected on the plat of WESTERN OAKS PLACE SUBDIVISION, but not limited thereto, are hereby reserved and lessor, shall contain pro activities for drilling, , gas and other minerals parcel of land upon which surface operations are desired BANK, of of land located wi of COUNTY STATE BANK, its sur oil, gas and mineral leases included within WESTERN With reference to the oil, gas and other mineral being reserved and retained by the WASHINGTON COUNTY K, the WASHINGTON COUNTY STATE BANK covenants and agrees e persons or parties purchasing or acquiring the tracts, parcels of land within WESTERN OAKS PLACE, or a part here further subdivision is permitted under the terms oil, from western orr and assigns, WASHINGTON COUNTY STATE BANK, it reference to the oil, gas and f these restrictions and protective covenants, or mineral lease as may be hereafter executed COUNTY STATE BANK, its successors or assigns, contain provisions as prohibit the conduct of unto deeds the within and O.F. PLACE the surface owner of such tract, conveyance on the surface of WASHINGTON COUNTY conveyance exploration are WESTERN unless or its hereby expressly excluded of OAKS otherwise and development of the tracts, PLACE its any tract, STATE successors or reserved executed specifically without BANK, Lots lot to be the and and lot 145 9 20

at certain tract or parcel of land, lying and being being Lot 13 of Western at in Washington County, Texas, being Lot 13 acres of land

exploration, consent being required. injure horizonal prohibited prohibited pas and ot located wi ocated al drilling or impair t con, drilling or production by means of a well or well:
on lands other than those included within WESTERN ONK.
its successors or assigns, be
other minerals from beneath the surface of the land.
within WESTERN ONKS PLACE by means of directional or
impair the surface of said lands without any prior
being required. establ Lishing ç unit ne purpose of n well or wells in WESTERN OAKS prior

platted, land, he restrictions and covenants tracts and each The hereinafter einafter called "tracts" and the following connafter called "tracts" and the following conna and conditions shall apply to each and all deach portion of any subdivided tract, and to run with the land as hereinafter provided: said WESTERN OAKS parcels of covenants, all of said originally shall said

- All tracts shal dwellings and/or shall l be used for single farming purposes only. family residential
- 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.
- such ve wrecking trailer p tract or vehicles g yard, park. any part thereof shall be used as a junk yard, rd, derelict car, truck or vehicle lot, or . No abandoned or junk cars, tractors or other es are permitted on any tract or any part
- 4 No structure of a temporary character tract or part thereof, including but homes, trailer houses, railroad care boxcars, cabooses, buses and the like. cars is permitted up not limited to of any type, nogn pon any mobile cars,
- U No mol homes time. mobile mes or the homes, trailer the like shall homes, modular homes, manufactured be permitted on any tracts at any
- 6 feet of patios, single le family residential dwellings shall be constructed y tract which shall contain less than 1400 square covered living area, exclusive of open porches, garages and other out buildings.
- 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 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 in 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, including the raising of cattle and investor, sum including the raising of cattle and investor, sum including the raising of cattle and investor. Such including the raising poultry operations shall permitted on the premises. Nothing herein contained permitted on the premises. Nothing herein contained prevent feeding out animals or raising poultry for insert the premises a 4H or FFA Club project. Nothing one animal unit per acre shall be allowed on them one animal unit per acre to sheep and/or opermises except that with reference to sheep and/or with the permitted. When the permitted in the premises except that with reference to sheep and/or opermises. premises except two animal uni Except as including as restricted by of cattle and l isions farming operations, and livestock, shall be commercial feedlot type r family
 No more
 on the goats,

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

- 8 set with No O subject acres. tract forth. this ţ In may the event a tract is re-subdivided in compliance provision, each re-subdivided parcel shall be the covenants, restrictions and conditions herein be re-subdivided into parcels 0 1000 than
- 9 new the all previously included v PLACE permitted to house, construction. nitted to be moved onto any tract within WESTERN OAKS E SUBDIVISION and thereafter restored or remodeled, but improvements as are permitted to be located upon any of tracts within WESTERN OAKS PLACE SUBDIVISION shall be of within building constructed WESTERN g other or 1 OAKS located PLACE structure nogn SUBDIVISION shai 25 may any lands shall OAKS been not ed
- 10. constructed on any tract, however no k building shall be placed nearer than 10 property line or 50 feet from any si line. The term "front property line" that portion of the lot which borders u Oak Bend Circle or FM Highway No. 2679. Where setback lines WESTERN than re no building setback line is constructed nearer to a front n 30 feet. residence PLACE shall ng setback line is shown, no residence shall nearer to a front lot line or side lot line Barns, sheds and storage buildings may be any tract, however no barn, shed or storage be placed nearer than 100 feet from the front or 50 feet from any side or rear boundary m "front property line" means and refers to the lot which borders upon West Oak Drive or SUBDIVISION in violation of the hown upon the plat of said subd setback line is shown, no residen rer to a front lot line or side 90 constructed nogn any residence shal side lot line tract building
- 11. Each road frontages tract owner shall maint frontages if said owner maintain elects an attractive fence on to fence said tract. 95 all
- successors time said of but null an and The run cessors and assigns, u e said covenants shall null and void foregoing covenants, with each and all tr all owners of each tracts until January restrictions and and every shall further and be tract, 2015, a er force conditions binding upo after and nogu are effect heirs which each

such other relief gra incurred by such brought 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 sovenants, 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. covenants, other require the Developer. recover damages å conditions

Executed this the 2+5 day of Suptambre 1989.

WASHINGTON COUNTY STATE BANK

WILLIAM R. GASKAMP, President

ATTEST:

ARLYN ANTKOWIAK, Cashier

Developer

ledged before me on WILLIAM R. GASKAMP, a Texas corporation, GASKAMP, this the President on behalf Of

semes

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on this the \mathcal{S} day of $\underbrace{\mathcal{EP}(En)\mathcal{EC}}_{N}$, 1989 by WILLIAM R. GASKAMP, President of WASHINGTON COUNTY STATE BANK, a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of TEXAS

Strain.

_(Seal)-