

For Sale



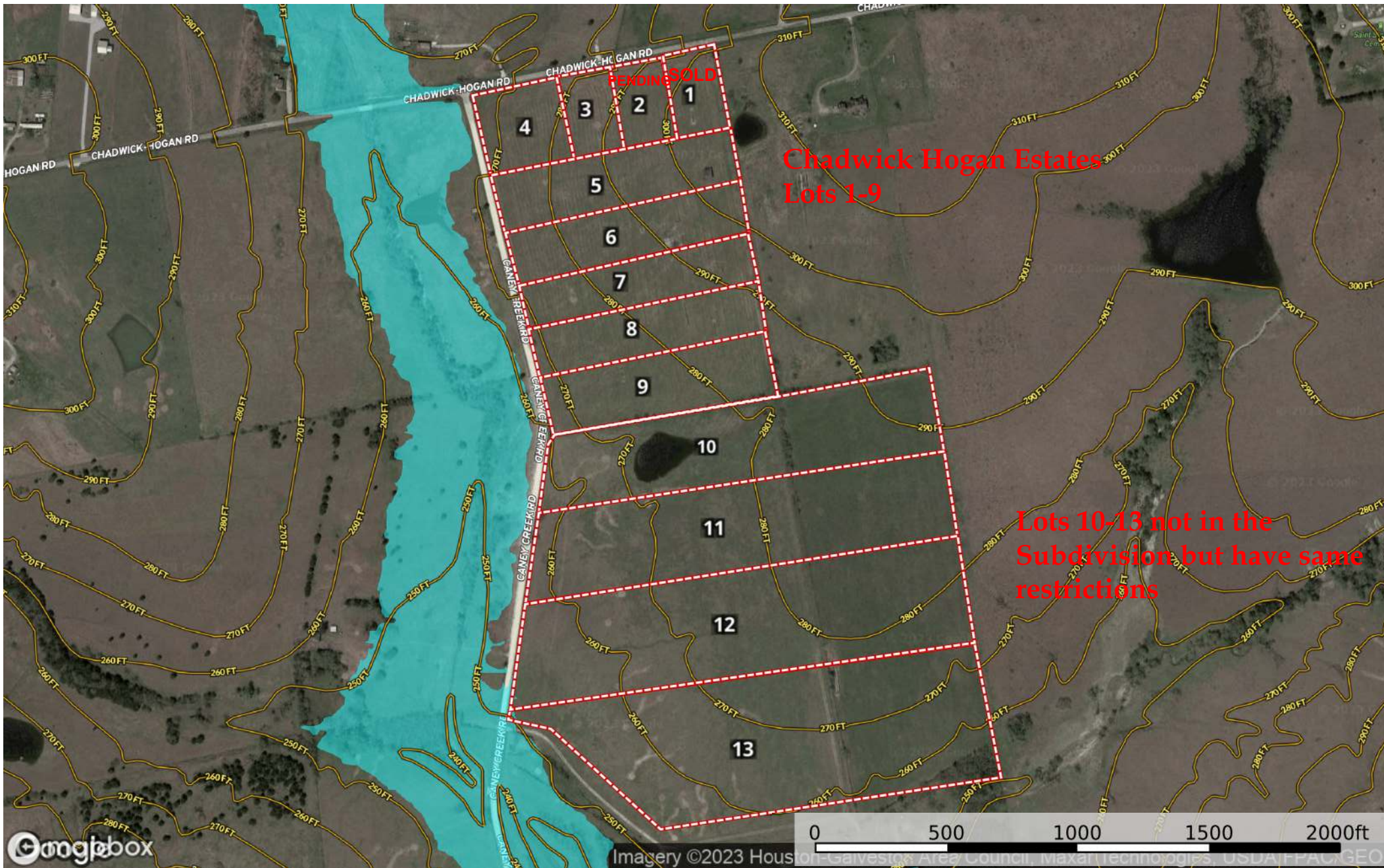
Lots for sale in Chappell Hill, Texas

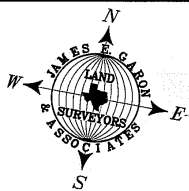
Lots 3 & 4 - **\$148,750** 1.75 ac
Lot 5 - **\$298,500** 4.16 ac
Lot 6 - **\$275,000** 4.16 ac
Lots 7, 8 & 9 - **\$258,700** 4.16 ac
Lot 10 - **\$474,279** 12.16 ac
Lots 11 & 12 - **\$422,595** 12.16 ac
Lot 13 - **\$719,117** 20.69 ac

Check out these beautiful hilltop tracts in Chappell Hill with long-distance views over the countryside! Size of tracts 1.75 – 20.69 acres, one tract with a pond, and one tract with a water well. Each tract has electric service and seller will install culverts at the road. Excellent location in the highly sought-after and popular Chappell Hill market. For more info, call Roger Chambers at 979-830-7708 or Gabri Means at 979-277-8687.

Market Realty, Inc.

appraisals@marketrealty.com
gabrimeans@gmail.com



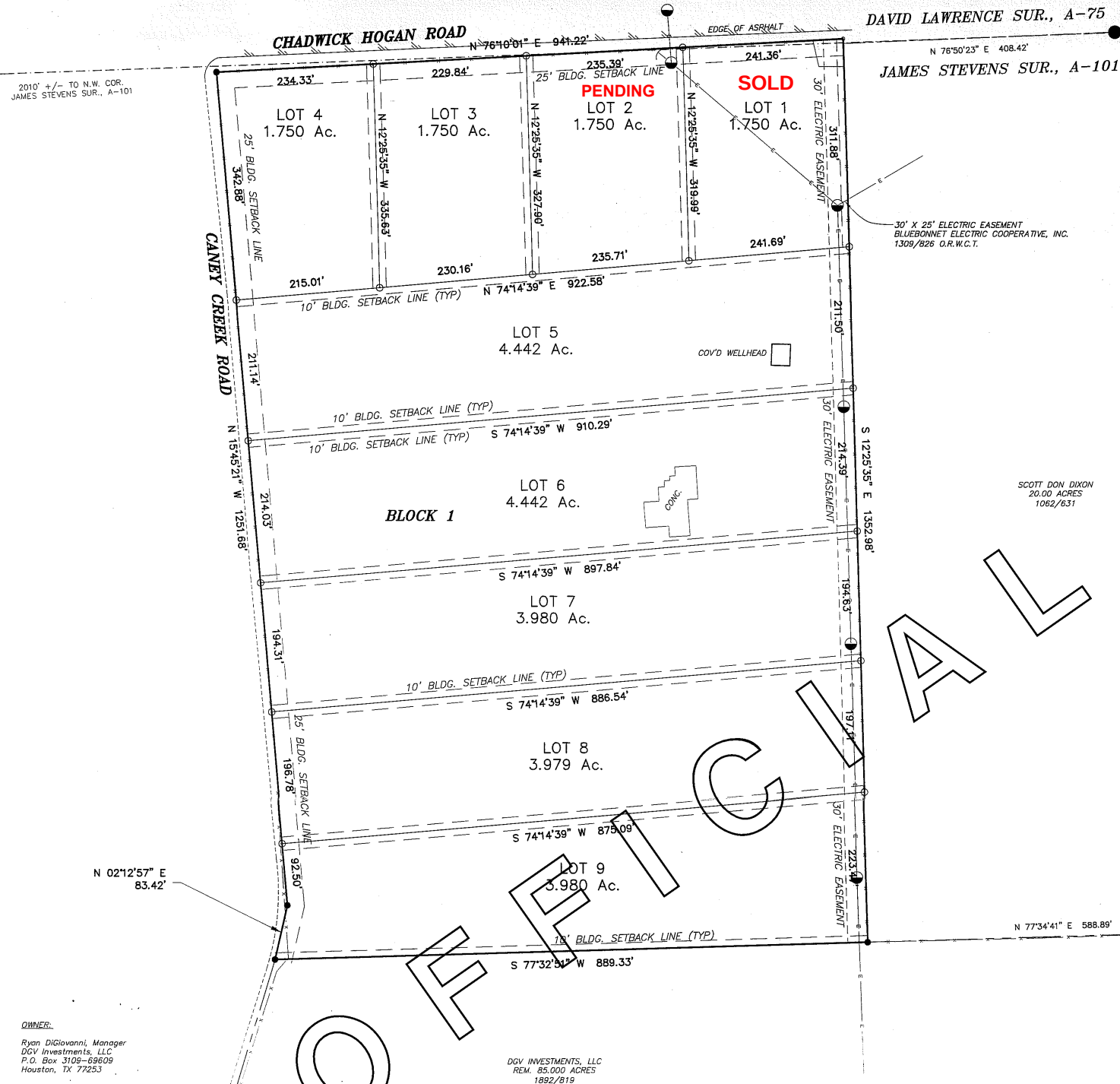


0 100 200
SCALE: 1" = 100'

BEARINGS SHOWN ARE GRID NORTH BASED ON
GPS OBSERVATIONS FOR TEXAS STATE PLANE
COORDINATE SYSTEM "CENTRAL ZONE" NAD83.

LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- 1/2" REBAR SET W/CAP
- X— WIRE FENCE
- POWER POLE
- E— OVERHEAD ELECTRIC LINE
- DOWN GUY
- (BRG-DIST.) RECORD CALL



OWNER:

Ryan DiGiovanni, Manager
DGV Investments, LLC
P.O. Box 3109-69609
Houston, TX 77253

SURVEYOR:

James E. Garon & Associates, Inc.
James E. Garon, R.P.L.S.
Firm Reg. #10058400
185 McAllister Rd.
P.O. Box 1917
Bastrop, Texas 78602
512-303-4185

DGV INVESTMENTS, LLC
REM. 85.000 ACRES
1892/819

FINAL PLAT CHADWICK HOGAN ESTATES

LEGAL DESCRIPTION: 27.823 ACRES, JAMES STEVENS SURVEY, ABSTRACT 101 IN
WASHINGTON COUNTY, TEXAS

FIELD BOOK: CG - DATA COLLECTOR
FILE: S:\Counties\Washington\Surveys\James Stevens A-101\38623.dwg



JAMES E. GARON & ASSOC.
LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: PRIVATE ON-SITE WATER WELLS
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY: BLUEBONNET ELECTRIC COOPERATIVE

REVISED OCT. 12, 2023; LOTS 1-9
SUBMITTAL DATE: AUG. 15, 2023
STAKED: JULY 27, 2023
SURVEYED: MAY 18, 2023

THE STATE OF TEXAS §
COUNTY OF HARRIS §

We, DGV Investments, LLC, acting herein and through Ryan DiGiovanni, Manager, owner of the property subdivided in the above and foregoing map of Chadwick Hogan Estates, do hereby make subdivision of said property for and on behalf of said DGV Investments, LLC according to the lines, streets, lots, alleys, building lines and easements thereon shown and designate said subdivision as Chadwick Hogan Estates, located in the James Stevens Survey, Abstract 101, Washington County, Texas, and on behalf of said DGV Investments, LLC and dedicate to public use, as such, the streets, alleys, parks and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

"This is to certify that I, Ryan DiGiovanni, Manager, of DGV Investments, LLC, owner of the property subdivided in the above and foregoing map of Chadwick Hogan Estates have complied or will comply with all regulations heretofore on file with the County and adopted by the Commissioners Court of Washington County, Texas."

"There is also dedicated for utilities an obstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown hereon."

"FURTHER we, DGV Investments, LLC, do hereby dedicate forever to

the public a strip, a minimum of land fifteen (15) feet wide on each side of the centerline of any and all gullies, ravines, draws, sloughs or other natural drainage courses located in the said subdivision, as easements for drainage purposes, giving Washington County and/or any other public agency the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures."

"FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its uses, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Washington County, by Washington County or any citizen thereof, by injunction, as follows:

- 1.) That drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
- 2.) Drainage structures under Private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

"FURTHER, I do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately, unless otherwise noted."

IN TESTIMONY WHEREOF, the DGV Investments, LLC has caused these presents to be signed by Ryan DiGiovanni its Manager, this 14th day of December, 2023.

DGV Investments, LLC

By:

Ryan DiGiovanni, Manager
DGV Investments, LLC
P.O. Box 3109-69609
Houston, Texas 77253

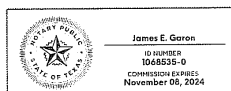
STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 14th day of December, 2023 by:

NOTARY PUBLIC, STATE OF TEXAS

James E. Garon
Notary Printed name

November 8, 2024
Notary Commission Expiration



We, National Bank & Trust own and holder of a lien against the property described in the plat known as Chadwick Hogan Estates said lien being evidenced by instrument of record in Volume 1892 Page 819, of the Official Records of Washington County, Texas, do hereby in all things subordinate to said plat said lien, and we hereby confirm that we are the present owner of said lien, and have not assigned the same nor any part thereof.

By:

Tish Muniz
National Bank & Trust
145 W. Colorado
La Grange, Texas 78945

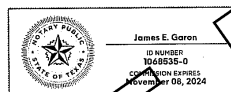
STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 14th day of December, 2023 by:

NOTARY PUBLIC, STATE OF TEXAS

James E. Garon
Notary Printed name

November 8, 2024
Notary Commission Expiration



APPROVED by the Commissioners Court of Washington County, Texas, this 19th day of December, 2023:

John Durrenberger
John Durrenberger, County Judge

absent
Don Koester, Commissioner, Precinct 1

Candice Bullock
Candice Bullock, Commissioner, Precinct 2

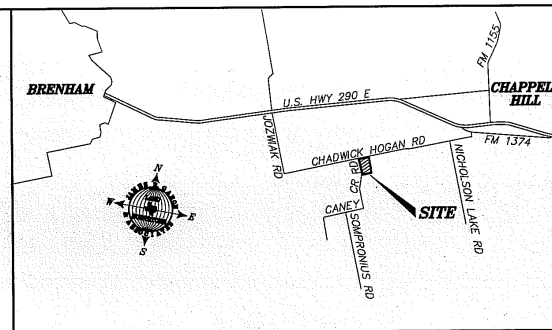
Kim Hanlon, Commissioner, Precinct 3
Destin Majeowski, Commissioner, Precinct 4

THE STATE OF TEXAS §
COUNTY OF WASHINGTON §

I, Beth A. Roth, Clerk of the County Court of Washington County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on the 20th day of December, 2023, at 10:11 o'clock A.M., and duly recorded on the 20th day of December, 2023, at 10:11 o'clock A.M. in Plat Cabinet 22 sheet 840A of record in the Plat Records of Washington County, Texas.

WITNESS MY HAND AND SEAL OF OFFICE, at Brenham, Washington County, Texas, the day and date last above written.

Larson Bellinger, Deputy
Clerk of the County Court, Washington County, Texas



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION: BEING A 27.823 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE JAMES STEVENS SURVEY, ABSTRACT 101 IN WASHINGTON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 85,000 ACRE TRACT OF LAND CONVEYED TO DGV INVESTMENTS, LLC BY DEED RECORDED IN VOLUME 1892, PAGE 819 OFFICIAL RECORDS, WASHINGTON COUNTY, TEXAS; SAID 27.823 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON, REGISTERED PROFESSIONAL LAND SURVEYOR IN JULY, 2023;

BEGINNING at a 1/2" iron rod found in the southerly margin of Chadwick Hogan Road at the intersection with the easterly margin of Caney Creek Road for the northwesterly corner hereof and said 132.490 acre tract;

THENCE N 76°10'01" E a distance of 941.22 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for the northeasterly corner hereof and said 132.490 acre tract;

THENCE S 12°25'35" E a distance of 1352.98 feet to a 1/2" iron rod found at fence corner for an interior corner hereof and the southwesterly corner of that certain 20.00 acre tract of land conveyed to Scott Don Dixon by deed recorded in Volume 1062, Page 631 of said official records;

THENCE S 77°32'51" W a distance of 889.33 feet, crossing said 85,000 acre tract, to a 1/2" iron rod set in the easterly margin of Caney Creek Road for the southwesterly corner hereof;

THENCE with the easterly margin of Caney Creek Road, N 02°12'57" E a distance of 83.42 feet to a 1/2" iron rod found for angle point and N 15°45'21" W a distance of 1251.68 feet to the POINT OF BEGINNING, containing 27.823 acres of land more or less and as shown on map of survey prepared herewith.

SURVEYOR'S ACKNOWLEDGEMENT

This is to certify that I, James E. Garon, a Registered Professional Land Surveyor of the State of Texas, Registration #4303, have plotted the above subdivision from an actual survey on the ground meeting all minimum standards as set forth by the TBPLS; and that all easements as appear of record in the office of the County Clerk of Washington County, Texas, are depicted thereon and that all lot corners, angle points and points of curve are properly marked with iron rods, minimum 1/2 inch diameter and twenty-four (24) inches long, and that the plat correctly represents that survey made by me.

James E. Garon
R.P.L.S. #4303



FLOOD PLAN NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA (1% ANNUAL CHANCE OF FLOODING AREA) AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48477C03250 & 48477C04750, EFFECTIVE MAY 16, 2019.

FINAL PLAT
CHADWICK HOGAN ESTATES



JAMES E. GARON & ASSOC.
LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegar.com

Land Use Restrictions ("Restrictions")

85.00 acres James Stevens Survey A-101, recorded in Volume 1892, Page 819 Official Records of Washington County, Texas

CHADWICK HOGAN ESTATES

Date: _____, 2023

Declarant: DGV Investments, LLC, a Texas limited liability company **Declarant's**

Address: PO Box 3109 PMB 69609, Houston, TX 77253 **Property:** The lands described in Exhibit A, attached.

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, DGV Investments, LLC a Texas limited liability company, and any purchaser, 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.

"Single Family" means a group of individuals related by blood, adoption, or marriage, or unrelated roommates not exceeding the number of bedrooms in a Residence constitute a single family under this paragraph.

"Structure" means any improvements on a Tract (other than a Residence), including a fence, 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 Wildlife Management 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.

- a. *Required Area*. The total area of a Residence, exclusive of porches, garages, or carports, must be 1,500 square feet or greater. **No Mobile homes, manufactured homes, or RV's allowed.**

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 Fayette 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.

DGV Investments, LLC, a Texas limited liability company,

Ryan DiGiovanni, Member/Manager _____

STATE OF TEXAS)

COUNTY OF HARRIS)

Before me, on this day personally appeared Ryan DiGiovanni, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Ryan DiGiovanni executed the same as the act of DGV Investments, LLC, a Texas limited liability company, as its Member/Manager, 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: _____

EXHIBIT "B"

Restrictive Covenants

- a. Any strip club, adult bookstore, theatre, pornography shop or other facility specializing in or exhibiting pornographic materials or conducting any activity which would be defined as obscene according to the applicable federal, state, and local ordinances, laws and regulations (unless such materials are sold incidentally to the operations of a first-class national or regional chain bookstores, such as Barnes & Noble or the like);
- b. Any use creating or involving fly ash, or unlawful creation of dust or dirt;
- c. Any crematorium;
- d. Any use illegal under any governmental rule or regulation, or anything that may constitute a public or private nuisance;
- e. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed);
- f. Any jail, penal, detention or correctional institution; and
- g. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance).



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.

11-2-2015



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 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.

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.

_____ Licensed Broker /Broker Firm Name or Primary Assumed Business Name	_____ License No.	_____ Email	_____ Phone
_____ Designated Broker of Firm	_____ License No.	_____ Email	_____ Phone
_____ Licensed Supervisor of Sales Agent/ Associate	_____ License No.	_____ Email	_____ Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone

Buyer/Tenant/Seller/Landlord Initials

Date