

LOT FOR SALE



741 W BRIARWOOD DR. BRENHAM
LARGE 1+ ACRE LOT IN SECTION 4 OAK HILL ACRES, OAK HILL WATER SUPPLY AND SEWER, BLUEBONNET ELECTRIC. HEAVILY WOODED. OPPORTUNITY TO BUILD YOUR CUSTOM HOUSE IN THE HIGHLY SOUGHT AFTER OAK HILL ACRES SUBDIVISION, CLOSE TO BRENHAM. RARE OPPORTUNITY TO BUY A LOT IN OAK HILL ACRES. NOT MANY LOTS AVAILABLE. For more information call listing broker Roger Chambers at 979-830-7708.

LISTING PRICE: \$89,000



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462379



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741 West Briarwood Dr
Texas, AC +/-



Google



Boundary

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RESTRICTIONS, CONDITIONS AND COVENANTS

OAK HILL ACRES

470

SECTION 4

WASHINGTON COUNTY, TEXAS

THE STATE OF TEXAS
 COUNTY OF WASHINGTON

:
 I KNOW ALL MEN BY THESE PRESENTS:
 :

THAT J-M Properties, a partnership composed of Charles W. Machemehl and James J. Johnston, is the owner of all that certain real property situated in Washington County, Texas, known as OAK HILL ACRES, SECTION 4 (hereinafter referred to as the "Subdivision"), according to the Plat of said Subdivision, filed for record in the Office of the County Clerk of Washington County, Texas, and recorded at sheet(s) 259B, Plat Records of Washington County, Texas.

J-M Properties, a partnership, the developer of the Subdivision, desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots and reserve(s) in the Subdivision for the benefit of the present and future owners of lots and reserve(s) within said Subdivision, and for protection of property values in the Subdivision, and, to that purpose, said developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, conditions and easements to apply uniformly to the use, improvements, occupancy and conveyances of all lots (or reserve(s) as the case may be) in the Subdivision; and each Contract or Deed which may be hereafter executed with regard to any of the lots (or reserve(s)) in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions (regardless of whether or not the same are set out in full or by reference in said Contract or Deed).

All oil, gas and other minerals in and under and that may be produced from the land within the Subdivision are hereby RESERVED unto J-M Properties, its successors and assigns. J-M Properties does hereby permanently waive the use of any of the surface of the Subdivision for the purpose of carrying out operations to produce oil or gas.

836
3526

LOTS 83 THROUGH 143
OAK HILL ACRES, SECTION 4,
(HEREINAFTER CALLED THE "LOTS")

1.

1.01 All lots shall be used for single-family residential purposes only and for no other purposes. No structures shall be erected on any lot other than a detached single family dwelling not to exceed two stories in height and other outbuildings incidental to residential use.

Each residence in the subdivision shall front upon an interior street within the subdivision as dedicated per the plat of the subdivision. No residence shall front on County Road 56 or 56A. Any residence on a corner lot may front on either street, or toward the intersecting point of the two streets.

The owner-developer hereby RETAINS AND RESERVES unto itself the 0.572 acre tract and the 0.059 acre tract shown on the plat.

The subdivision is part of the Oak Hill Fresh Water Supply District No. 1, per instrument recorded in Volume 294, page 492, Deed Records of Washington County, Texas; and this water district constitutes a taxing authority encompassing the lots.

The rules and regulations applicable to subdivisions in Washington County, Texas, and the rules of the Oak Hill Fresh Water Supply District No. 1, and to the extent applicable, ordinances of the City of Brenham, Texas, and revisions thereof concerning residential development are hereby adopted and made a part hereof and shall apply to this Subdivision to the extent same are not in conflict with the terms hereof.

In the event of any conflict between the provisions hereof and the appropriate rules and regulations as hereinabove referred to, the more restrictive provision shall be deemed to apply.

The general notes, building lines, and easements as set forth on the plat of the Subdivision hereinabove referred to are adopted hereby and made a part hereof.

1.02 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or the Subdivision. No person shall discharge a gun, pistol or firearm, air-rifle, air-pistol, or bow and arrow; activated by whatever means including gunpowder, compressed air or gas, or spring or cannon cracker or torpedo as the same are defined by the laws of the State of Texas, and no person shall discharge firecrackers, rockets, roman candles or fireworks of any type on, over or across any lot, street, or easement within the Subdivision. Storage of vehicles shall not be permitted in the Subdivision.

1.03 No manufacturing or commercial or professional enterprise or enterprises of any kind for profit shall be maintained upon or in connection with any lot, nor shall any said lot in any way be used for other than strictly residential purposes. However, the owner of a lot may be engaged in an occupation that involves telephone calls to a residence as long as visits from the public to the residence in connection with such occupation are not involved that detract from the residential character of the lot.

1.04 No cows, horses, sheep, goats, hogs, chickens, ducks, rabbits, or any other animals or fowls or poultry, except household pets, shall be kept, staked, pastured or permitted on any lot in the Subdivision; but in no event shall any person keep household pets for commercial purposes. No lot owner(s) shall keep or maintain more than 2 household pets (dogs, cats, or a combination thereof) on any lot covered by these restrictions.

Should any animal be deemed a nuisance (noise or otherwise) the owner(s) shall be so advised in writing by the concurrence of three (3) lot owner(s). Failure by the Owner(s) to correct the situation shall result in removal of the animal or animals from the subdivision without liability to the owner(s) of the offending animal.

1.05 No part of the Subdivision or any lot therein or any area within the area encompassed by Highway 36 and County Road 56 and 56A shall be used for the dumping of rubbish, trash or other waste. All trash, garbage, and other wastes shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use. All containers or other equipment for the storage or disposal of trash and/or waste shall be kept clean and in good repair.

1.06 No use of any lot shall be made for any purpose that would result in the pollution of the waters above, below or adjacent to the surface of the Subdivision.

1.07 No excavation for stone, gravel, or earth shall be made on any lot except in connection with the erection of improvements.

1.08 No sign of any kind shall be displayed to the public view on any lot, except one sign containing a surface area of not more than six (6) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale of a residence; or one small sign displaying the owner's name and address.

1.09 The owners or occupants of all lots of the Subdivision shall at all times keep all weeds and grass thereupon cut in a

sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements. No weeds and grass shall be allowed to grow above an average height of fifteen inches. Such owners or occupants shall not permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in the subdivision in observing the above stated requirements, or any of them, after written notice, employees or agents of the developer or any other lot owner or occupant, their successors and assigns may, without becoming liable to the owner or occupant, in trespass or otherwise, enter upon such lot, and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, rubbish, etc. so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant as the same may be, and the owner or occupant agrees by the purchase or occupation of any lot in the subdivision to pay such bill or statement immediately upon receipt thereof. The entity performing such service shall have a lien and charge against any lot for any such monies so advanced, and the failure to observe these covenants shall constitute a breach of any contract for the purchase of a lot within the subdivision. The lien provided for herein shall be subordinate to any lien encumbering the property for purchase thereof or for construction of improvements thereon or taxes there against.

1.10 No lot in the subdivision shall be subdivided or a portion thereof conveyed except as between respective owners of full lots contiguous thereto; and any such attempt to otherwise subdivide ownership of a lot shall be absolutely void. No dwelling or residence shall be erected upon any parcel less than one full lot as shown on the plat of the subdivision. Nothing herein contained shall prohibit the construction of a single residence on two (2) lots, in which case both such lots shall be considered as one lot for building purposes.

1.11 The owner and developer, their successors, devisees and assigns assume no liability for theft, loss, damage or injury to anyone.

2.

BUILDING RESTRICTIONS

2.01 All structures and improvements placed upon any lot shall be constructed of new materials (except for architectural items not affecting the structural integrity of the improvements to be made or used for decorative effect and approved by the Architectural Control Committee). All improvements made a part of a lot shall be erected and constructed on said lot. No prefabricated structure may be placed upon a lot and used as a residence or a garage.

No mobile home or trailer or manufactured home, as those terms are used in their broadest sense, may be placed at any time upon any lot.

No metal dwellings, carports or buildings (except for small storage buildings) may be placed upon or made a part of any lot.

No sheet metal or metal panels shall be used in any storage building unless such sheet metal panels shall have factory applied paint or be factory anodized. Any metal storage building or tool house not built by a commercial manufacturer shall be of design, appearance, quality and materials comparable to those built by commercial manufacturers.

Metal components such as shutters, siding and eaves may not be used in the construction of any residence and/or garage, except on a very limited basis and only upon specific written approval by the Architectural Control Committee.

2.02 No improvements shall be placed on any lot until the building plans, specifications and plot plans showing the location of such improvements on the lot have been approved in writing by the Architectural Control Committee. Likewise, the alteration of any existing improvements which materially affects or changes the exterior design thereof may not be made until the plans for such alterations have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans or specifications, such notice shall set forth the elements disapproved and the reason or reasons herefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural/Control Committee in this respect shall be in the exercise of its sole and absolute discretion and shall be final and conclusive. If the Architectural Control Committee fails to approve or disapprove any plans, specifications and/or plot plans within thirty (30) days after the same have been received by the said Committee, it will be presumed that the same shall have been approved.

If construction of the improvements for which the plans, specifications and/or plot plan have been submitted is not commenced within four (4) months of the date of the approval by the Architectural Control Committee, the approval and the authority coincident thereto shall become null and void unless the Architectural Control Committee shall grant a specific extension in writing.

2.03 Each dwelling, once commenced, must be "dried in" within nine (9) months from the date of commencement thereof. By the term "dried in" is meant that the exterior must have the appearance of being a complete house, including all necessary windows, doors, roof, paint and trim. If any such residence is not "dried in" within the prescribed time period, the owner of the same, by the acceptance of a deed of said lot, gives the

Architectural Control Committee or its representatives or agent the right and authority to enter upon the lot upon which structure is situated and to disassemble such structure and store the building materials on the premises or elsewhere at the discretion of the Architectural Control Committee, until the owner of said lot or its assigns, has demonstrated to the Architectural Control Committee the ability to complete said dwelling within a prescribed time not to exceed six (6) months. The owner of any such lot, and its assigns, agrees, by acceptance of a deed to such lot, that the Architectural Control Committee or its agent or representatives shall not be liable in trespass or otherwise in entering upon said lot and dismembering any such dwelling.

2.04 No house may be constructed or covered with tar paper, metal or any other material other than that customarily used for the erection of houses in the price range contemplated by and set forth in these restrictive covenants. All houses shall be at least 75% masonry exterior construction. All dwellings constructed on single family residential lots shall have a minimum of fifteen hundred (1500) square feet of living area, not counting stoops, porches, screened-in patios, garages, verandas or like areas.

2.05 No part of a building shall be located on a lot nearer than 35 feet to any street. No part of a building shall be located nearer than 15 feet to any interior lot line. In the event of common ownership of more than one (1) lot in the construction of one (1) dwelling on more than one (1) lot, the combined area owned shall be considered as one (1) lot for this purpose.

2.06 No structure shall be occupied or used for residential or storage purposes (other than for storage of building materials to be used in the construction and completion of improvements) until the exterior thereof shall have been fully completed in accordance with the approved plans and specifications.

2.07 No tent, shack, camper or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot except during the construction of permanent structures. No "above ground" swimming pools shall be permitted in the Subdivision other than the portable type used for small childrens' play.

2.08 No fence, wall or hedge, shall be located nearer any front street line or nearer any side street line than ten (10) feet. All fencing materials used in the design of the fence shall be wood, chain link or brick/stone and shall be approved by the Architectural Control Committee prior to the erection thereof. All fences shall be maintained in a neat, attractive manner by the lot owner.

2.09 Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off street parking for all of his vehicles. All boats, camping trailers, motor homes, and similar vehicles shall be neatly stored off street.

2.10 An easement is expressly reserved in, on, over and under and through those portions of the lots as shown on the Subdivision map for the purposes of installing, extending, repairing and maintaining electric power, water, sewage, gas, telephone and similar utility facilities and services. There is also reserved and dedicated hereby for the use of any public utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to and above all dedicated utility easements as shown on the map of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof and under the terms and provisions of the Subdivision plat shall be for the general benefit of the Subdivision as herein defined and any other land owned or required by the developer in the vicinity thereof, and shall also inure to the benefit and may be used by any public utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. Fences, walls and shrubbery hedges shall be permitted on such easements except for those easements being used for underground electric and/or telephone systems, provided:

- a. That such fences, walls and hedges do not interfere in any way with the use of such easements by any public or private utilities then utilizing or thereafter designed to utilize the same; and
- b. That the right of the owners of such fences, walls and hedges shall at all times be and remain subordinate and inferior in every way to the right of the public utilities; and
- c. That such public utilities at any time may, without liability of any kind to the owner or owners thereof, remove any such fence, wall or hedge where the removal of the same is incidental to or necessary for the performance of public utility operations. No buildings or structures of any character or portion thereof shall be erected or allowed to remain on any utility easement.

No individual sewage disposal system shall be permitted on any lot and all sewage must be disposed of in lines provided by the Oak Hill Fresh Water Supply District No. 1.

Any butane or propane tank(s) shall be required to be installed underground.

No individual water well may be used as the water supply source for any house, and all water supplied to the source for any house shall be by lines provided by the Oak Hill Fresh Water Supply District No. 1. A well may be drilled for watering purposes but any such usage shall not be incorporated into the water lines utilized by the Oak Hill Fresh Water Supply District No. 1.

2.11 All dwellings and other structures shall be kept and maintained in good repair and must be painted, treated or cared for when necessary to preserve their attractiveness.

3.

THE ASSOCIATION AND THE MAINTENANCE FUND

The developers reserve the right to establish a property owners association with such rules and regulations as may be reasonable to promote the civic interests of persons owning or occupying lots in the Subdivision, to promote the safety and health of such persons, security protection of such persons, and to promote the cleanliness, beautification and protection of the property in the Subdivision, all to be funded by a required assessment of an annual maintenance charge against each individual lot as per the Plat of the Subdivision. Any such assessment shall be secured by, and shall have, a lien and charge against any lot for any such funds. The lien provided for herein shall be subordinate to any lien encumbering the property for purchase thereof or for construction of improvements thereon.

In the event such an association is formed, each lot owner shall be a member thereof by virtue of his ownership.

The developers and J-M Properties, its successors and assigns, shall be specifically excluded from any requirement to pay maintenance charges on any lot in the Subdivision owned.

4.

THE ARCHITECTURAL CONTROL COMMITTEE

4.01 The Architectural Control Committee, (The "Committee") shall consist of three (3) members, each of whom shall be the owner of a lot(s) in the Subdivision, or the developer or its designees. The initial Architectural Control Committee shall consist of JAMES REESE JONES, TERRANCE WARMKE and CHARLES W. MACHEMHL. Any vacancy or resignation shall be filled by the resigning party naming a successor who shall be subject to prior approval by the remaining two members, or, in the event no successor has been named, or in the event such successor is not approved by the remaining two members then by the remaining two members naming the third member. The Committee may adopt rules governing the conduct of its business.

4.02 The Committee shall approve in advance any construction proposed for any lot in the Subdivision. The Committee shall determine whether the same meets the specific requirements of these protective covenants. In addition, and without limitation, except as otherwise herein provided, the Committee shall have the right to approve the type and size of the proposed structure, the quality of materials and workmanship, the harmony of the external design in relation to existing structures, and the location with respect to the topography of the property.

4.03 The Committee shall have the power in specific cases where, owing to special conditions, enforcement of one or more of these protective covenants will result in hardship to the lot owner, to make a special exception thereto, and may substitute other conditions therefor, so that the spirit of these protective covenants will be preserved.

5.

SPECIAL PROVISIONS

5.01 No shrub or tree planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the lines of such intersecting streets and a line connecting such lines at points 15 feet from their intersection, or, in the case of a rounded corner, from the intersection of the paved lines as extended. The same sight line limitation shall apply to any lot within 10 feet of the intersection of a street line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than 6 feet above the ground level. All roads in the subdivision have been accepted for maintenance by the Commissioner's Court of Washington County, Texas.

5.02 No truck, other than a "pick up truck", bus, or similar vehicle shall be left parked in the street in front of any lot except for construction and repair of equipment while a residence or residences are being built or repaired in the immediate vicinity.

Guests of a lot owner may park on the street in front of his lot for a reasonable period of time.

6.

GENERAL PROVISIONS

6.01 These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of the owners and developer, their successors and assigns, and all other persons claiming by, through or under them, until January 1, 2020, after which time they shall be

automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the lot owners in the Subdivision has been recorded, agreeing to a change therein in whole or in part.

6.02 These restrictions, conditions, and covenants may be amended at any time after January 1, 2005, by an instrument signed by a majority of the lot owners in the Subdivision.

6.03 These protective covenants may be enforced by the developer, the Committee, or by the owner of any lot in the Subdivision either by proceedings for injunction or to recover damages for breach thereof or both. When additional lots are platted by the developer, the owners of lots in the Subdivision shall have standing to enforce the protective covenants applicable to the subsequent lots, which shall be similar to, but need not be identical to these protective covenants. Likewise, the property owners in such additional lots shall have standing to enforce the restrictions, covenants and conditions herein contained. Any suit hereunder shall be filed in any court of competent jurisdiction with venue to be in Washington County, Texas.

6.04 Any one who has executed a contract to purchase any lot in the Subdivision shall be deemed for all purposes hereunder to be the owner of such lot if they have under such contract the right to possession of such lot, whether or not such right is conditional or limited.

EXECUTED THIS 4th day of February, 1987.

J-M Properties, a partnership

BY: *Charles W. Machehl*
CHARLES W. MACHEHL
General Partner

THE STATE OF TEXAS :
 :
 :
COUNTY OF WASHINGTON :

This instrument was acknowledged before me this 4th day of February, 1987, by CHARLES W. MACHEHL, a general partner of J-M Properties.



JM Morris
Notary Public State of Texas
Commission Expires 12-6-89

Jill Morris
NOTARY PUBLIC, STATE OF TEXAS

