

For Sale

1.5 Acres



Lot 4, Gilmore Rd, Brenham \$125,000

Come build your dream home in the country on this gorgeous, hillside 1.5-acre tract of land in the Wolf Creek Springs Subdivision. Lightly restricted for residential use only and no manufactured homes. Lovely hillside terrain with electricity, and no floodplain. Close proximity to the conveniences of Brenham, recreational activities at Lake Somerville, and located in Burton ISD.










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-  Boundary
-  100 Year Floodplain
-  500 Year Floodplain
-  Floodway
-  Special
-  Unmapped/ Not Included
-  Crude Oil
-  Natural Gas
-  Other

**DECLARATION OF COVENANTS CONDITIONS AND
RESTRICTIONS OF WOLF CREEK SPRINGS
A SUBDIVISION IN
WASHINGTON COUNTY, TEXAS**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WASHINGTON

THAT this Declaration is made on the date hereinafter set forth by ROSS L. MARTELLA, III, (hereinafter referred to as "*Declarant*")

WITNESSETH

WHEREAS, Declarant is the owner of the certain real property in Washington County, Texas being described as:

Being LOTS 1-5, WOLF CREEK SPRINGS, a subdivision in Washington County, Texas, SUBDIVISION, according to plat thereof recorded in Plat Cabinet File No. 759B, Washington County, Texas (the "Plat").

WHEREAS, it is deemed to be in the best interests of Declarant, the Association and any other persons or entities who may purchase or otherwise acquire a portion of the Property in the WOLF CREEK SPRINGS, that there be established and maintained a uniform plan for the improvement, development and maintenance of the Subdivision, as a quality, restricted residential subdivision;

NOW THEREFORE, Declarant hereby declares that all of the Property described above as the WOLF CREEK SPRINGS, shall be held sold and conveyed subject to the following easements restrictions covenants and conditions all of which are for the purpose of enhancing and protecting the value, disability and attractiveness of said Property. These easements, covenants restrictions and conditions shall run with said Property and be binding upon all parties having or acquiring any right, title, or interest in said Property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

Section 1.01: "*Lot*" shall mean and refer to any of the numbered tracts of land shown on the Plat.

Section 1.02: “*Living Unit*” shall mean and refer to any building or portion of a building situated on the Property which is designed and intended for occupancy and use as a single family residence.

Section 1.03: “*Improvement*” shall mean the original construction of a structure and any physical change to a structure which alters the physical appearance of the structure, including by way of example, but not limited to, adding or removing square footage area space to or from a structure, painting or repainting a structure, or in any way altering the size, shape or physical appearance of any structure.

Section 1.04: “*Owner*” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation or rights to purchase a Lot within the Subdivision.

ARTICLE 2 **GENERAL PROVISIONS**

Sections 2.01 *Amendments*. While Declarant continues to own any Lot, Declarant reserves and shall have the right at any time and from time to time, without the joinder or consent of any Owner or any other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and file for record, for the purpose of correcting any typographical errors, ambiguity or inconsistency appearing in the Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the vested property rights of any owner. The consent of Owners of at least a majority of the Lots within the Subdivision shall be required to add or amend any material provisions of this Declaration. Any addition or amendment adopted which increases the restrictive effect of these covenants may not be retroactively applied to prohibit a use which exists prior to the date of such addition or amendment unless consented to by the Owner or Owners whose use would be prohibited by such addition or amendment. Any Owner or Mortgagee of records who receives a written request to approve additions or amendments to this Declaration who does not deliver a written negative response to the request within sixty (60) days of the date such request is received shall be deemed to have approved of such request.

Section 202: *Dedications*. The Plat, subject to the limitations set forth therein, establishes certain dedications, limitations, setbacks, reservations and restrictions applicable to the Property Easements affecting the property are hereby reserved as shown on the recorded Plat referred to for access and for the installation, operating and maintenance of utilities and drainage facilities. All dedications, limitations, restrictions and reservations shown on said Plat are incorporated herein and made a part hereof as if fully set forth herein, and incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Properties or any part hereof.

ARTICLE 3
RESTRICTIVE COVENANTS

Section 3.01: Land use. The Lots in the Subdivision shall be used for residential purpose only. The property shall not be used to conduct any commercial business on the property including but not limited to commercial dog kennels, commercial poultry farms, shooting ranges, firing ranges, travel trailer or recreation vehicle parks of any type. No lot may be subdivided.

Section 3.02: Size of Dwellings. The floor areas of the main structure of any living Unit constructed on Lots within the Subdivision; (computed in aggregate for each floor of the structure if it is more than one story in height) shall be no less than 1500 square feet for one story ground level homes and not less than 2200 square feet of two story homes calculated by using enclosed, climate controlled living area only. This minimum square foot area shall be exclusive of open porches, balconies, terraces, garages, porte-cocheres, storage areas or permitted accessory buildings. No structure greater than two stories above ground shall be constructed on any Lot.

Section 3.03: Building Lines. No building shall be located on any Lot nearer to the boundary of a Lot than minimum setback lines established on the Plat. If two or more Lots are used as a single building plot, set back lines shall be applied to the resulting plat as though it was originally platted as one Lot.

Section 3.04: Construction Materials, Siding Roofing and Construction Time Frame.

- i) Any homes placed on the property must be built on site.
- ii) Composition roofing may be used however it must be dimensional 30 year minimum guarantee. Metal roofing that is known as concealed fastener standing seam. All roof pitched must be a minimum of 6/12.
- iii) The exterior walls exclusive of windows and doors of the front of any home facing the road shall be composed of 30% masonry, brick, brick veneer, rock or stucco. Hardi Plank, Hardi Board and other similar cementitious products shall not be considered as a masonry product.
- iv) Construction of Living Units shall be diligently pursued to completion within 8 months following the commencements of construction. No living unit shall be occupied until 100% completed.

Section 3.05: Fences and Landscaping. No fences, wall structure, hedge or other planting shall be erected, placed or altered on any Lot which impairs reasonable sight lines of adjoining Owners necessary for the safe ingress and egress to and from their Lot

and the adjacent public road or which impairs reasonable sight lines at the intersection of public roads. All fences on any Lot when initially constructed shall employ only new material and such construction shall be undertaken and completed in a good and workmanlike manner. All fences constructed on a Lot shall be maintained in a neat and attractive manner and in a manner consistent with the intended purpose of the fence. No fence may be constructed on a Lot which is more than eight feet high.

Section 3.06: *Miscellaneous Restrictions and Covenants.* No permanent clothes line shall be constructed, placed or erected on any lot within the Subdivision. Vehicles, boats, tents, trailers, recreational vehicles, tools, garbage, and trash disposal facilities, or other unsightly items on a Lot must be completely concealed from view by a fence and must be located behind the front line of a Living Unit.

Section 3.07: *Garbage and Refuse.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other wastes shall be kept in sanitary container which at all times must be concealed from public view except for reasonable time immediately preceding and following scheduled trash pickup. No trash, used tires or other refuse may be thrown or dumped or stored on any vacant Lot.

Section 3.08 *Maintenance.* All Living Units, Improvements and vacant Lots must be kept in an attractive, neat and well maintained fashion. Lawns must be properly maintained, and no objectionable or unsightly usage will be permitted which is visible to the public view. Grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees shrubs, vines and plants which die shall be promptly removed from the property.

Section 3.09. *Outbuildings, Temporary Structure, Vehicles and Recreational Vehicles.* No structure of a temporary character, tent shack, trailer, mobile/manufactured home, modular home, house trailer, recreational vehicle, truck camper or similar facility, shall be used on any Lot at any time as residence or storage facility, either permanently or temporarily. No mobile or manufactured home may be placed, kept, stored upon and Lot. No stripped down, wrecked, junked or inoperable vehicle shall be kept, parked, stored, repaired, or maintained on any Lot, street, or common areas, unless completely concealed from view. Nothing contained herein shall be construed to prohibit use of a portable or temporary use of portable or temporary buildings or trailer as field office for contractors during construction on a Lot. No commercial vehicles in excess of a rating of "one ton" shall be parked, kept or stored on a Lot unless concealed from view within a structure; provided however, this restriction shall not be construed to prohibit the temporary parking of such vehicles on a Lot in connection with the construction and maintenance of improvements on a Lot or in connection with providing other services to an Owner.

All outbuildings constructed or placed on a Lot shall be of new construction, built on site, on a concrete slab, employing new materials, the construction of which shall be undertaken and completed in a good and workmanlike manner and, subject to applicable setback requirements, must be located behind the rear line of a Living Unit.

Section 3.10: Nuisances. 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. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable landscape and security lighting). No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively to protect the Lot and the improvements located thereon and a reasonable number of exterior music speakers used at times and at volumes which a reasonably prudent person would not find offensive under the circumstances) shall be placed or used on any Lot. No fuel tank or similar storage facility shall be installed or maintained on any Lot unless concealed from view or installed underground.

Section 3.11: Signs. No signs of any kind shall be placed to the public view on any Lot except one professional sign of not more than three (3) square feet advertising the property for sale or rent. Sale or rental prices shall not be placed on any sign. Signs used by the Declarant, a builder or a lender to advertise the Property during the construction and sales period shall be permitted irrespective of the foregoing, but shall not exceed nine (9) square feet of surface area. Sales flags shall not be placed on any Lot.

Section 3.12: Keeping of Animals on Lots. Cats, dogs, or other generally recognized household pets of a reasonable number may be kept on the Property, provided that such household pets are reasonably prevented from running loose or becoming a nuisance to the other Owners. No hogs or swine shall be kept on the Property other than a child's 4H or FFA project with a limit of 4.

Section 3.13: Duration. The foregoing covenants and restrictions are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until September 1, 2031, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of a majority of Lots in the Subdivision shall be recorded, agreeing to terminate the covenants and restrictions in their entirety within 180 days of the conclusion of the initial or any subsequent period of effectiveness.

Section 3.14: Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments and changes now or hereafter imposed by the provisions of this Declaration. Failure to enforce any conditions, covenant, assessment, lien, change or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Declarant, for himself, his successors or assigns, reserves the right to enforce these restrictive covenants, though he may have previously sold and conveyed all subdivided lots in said Subdivision controlled by these covenants. The reservation of this right of enforcement shall in no event, however, create an obligation of any kind to enforce these restrictive covenants.

Section 3.15: Partial Invalidity. The invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 3.16: Exclusion of other property from General Scheme of Development. Nothing herein is intended nor should be construed to affect or in any way limit Declarant use of the other property owned by Declarant adjacent to the property, it being the intent of the Declarant and the agreement of all persons who may acquire an interest in the Property that Declarant may use adjacent or adjoining property for any purpose and may convey with or without other restrictions regarding its use and development, and that if conveyed subject to restrictions, such restrictions may be, in the sole discretion of Declarant, more or less restrictive than the restrictions placed on the Property.

Section 3.17: Ditches, Culverts and Driveways. Each owner, within 6 months after acquiring a lot, shall shape the ditch and install culverts as specified in the notes on the plat.

Section 3.18: Oil, Gas and Other Minerals: 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 reserved and retained by and unto Declarant and all third party previous owners of said minerals, their successors and assigns, and shall be and hereby are expressly excluded and excepted from any future conveyance of the Property or any part thereof.

Dated: August 23rd, 2021



ROSS L. MARTELLA, III

Acknowledgment

State of New York

County of Chautauqua

The foregoing instrument was acknowledged before me on the 23 day of August, 2021, by ROSS L. MARTELLA, III.


Notary Public, State of New York

After recording return to:
Ross L. Martella, III

Brenham, Texas _____

KAREN L. JOHNSON, #01J06393608
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires June 17, 2023