

Texas Listing Service

The Realtor's™ Choice for Country Real Estate

807 Wilderness Dr - Somerville 77879, Burleson County



**BILL JOHNSON AND ASSOC.
REAL ESTATE CO.**

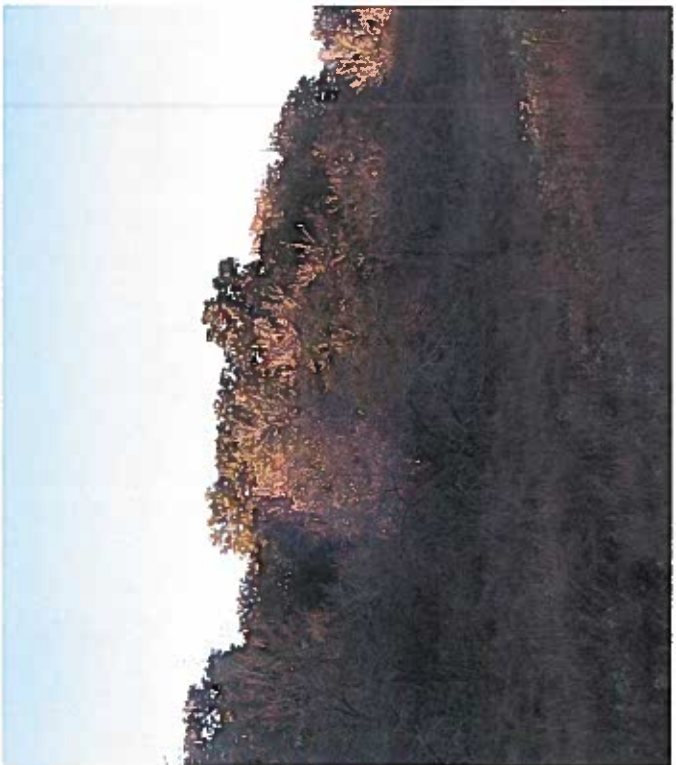
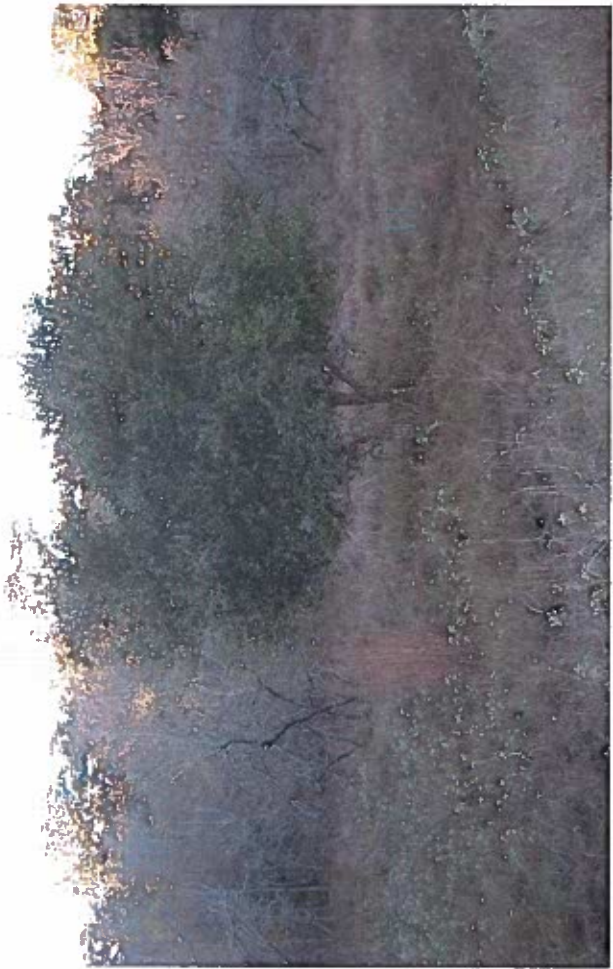
Office Phone: Bellville (979)
865-5466 New Ulm (979) 992-
2636

Wooded lot 2.5 miles from Lake Somerville at Birch Creek Park, in Wilderness Sound S/D.

*****BILL JOHNSON REAL ESTATE WILL COBROKER IF BUYER'S AGENT ACCOMPANIES ALL SHOWINGS*****

List Price: \$5,000
ID No.: 93584
Listing Type: For Sale
Use: Residential
Building: Land Only
Acreage: 0.71 Acres
Frontage: Gravel Road
Land Use: Restricted

Directions: Directions: from Somerville, go NW on SH 36, 3.7 miles to the intersection of SH 36 and Farm Road 60. Turn left on Farm Rd 60 and go 7.08 miles to the intersection of Farm Road 60 and Park Road 57,



**Bill Johnson and Associates Real Estate Co.**

420 E. Main St., Bellville, TX 77418

424 Cedar St., New Ulm, TX 78950

979-865-5969 or 281-463-3791 - Bellville

979-992-2636 or 281-220-2636 - New Ulm

www.bjre.com

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

LOT OR ACREAGE LISTING

Location of Property: 14 miles west of Somerville near Birch Creek Park Listing #: 93584
 Address of Property: 807 Wilderness Dr, Somerville, Tx 77879 Road Frontage: 79 feet
 County: Burleson ☐ YES ☐ NO For Sale Sign on Property? ☒ YES ☐ NO
 Subdivision: Wilderness Sound Lot 149 Blk 2 Lot Size or Dimensions: 0.714 acre
 Subdivision Restricted: ☒ YES ☐ NO Mandatory Membership in Property Owners' Assn. ☒ YES ☐ NO

Number of Acres: 0.7410**Price per Acre (or)****Total Listing Price:** \$5,000.00**Terms of Sale:**

Cash: ☒ YES ☐ NO
 Seller-Finance: ☐ YES ☒ NO
 Sell.-Fin. Terms:
 Down Payment:
 Note Period:
 Interest Rate:
 Payment Mode: ☐ Mo. ☐ Qt. ☐ Ann.
 Balloon Note: ☐ YES ☐ NO
 Number of Years:

Property Taxes: Year: 2015

School: \$31.15

County: \$11.87

FM/Rd/Br.: \$2.10

GWCD

Hospital \$2.52

TOTAL: \$47.64

Agricultural Exemption: ☐ Yes ☒ No**School District:** Somerville I.S.D.**Minerals and Royalty:**

Seller believes 0% *Minerals
 to own: 0% *Royalty
 Seller will 0% Minerals
 Convey: 0% Royalty

Leases Affecting Property:Oil and Gas Lease: ☐ Yes ☐ No

Lessee's Name:

Lease Expiration Date:

Surface Lease: ☐ Yes ☒ No

Lessee's Name:

Lease Expiration Date:

Oil or Gas Locations: ☐ Yes ☒ No**Easements Affecting Property:** Name(s):

Pipeline:

Roadway:

Electric: Bluebonnet Electric

Telephone:

Water: Wilderness Sound Water Supply

Other:

Improvements on Property:Home: ☐ YES ☒ NO See HOME listing if Yes

Buildings:

Barns:

Others:

% Wooded: 80%

Type Trees: Oak, Juniper, Yaupon

Fencing: Perimeter ☐ YES ☒ NO

Condition:

Cross-Fencing: ☐ YES ☐ NO

Condition:

Ponds: Number of Ponds: none

Sizes:

Creek(s): Name(s): none**River(s):** Name(s): none**Water Well(s): How Many?** none

Year Drilled: Depth:

Community Water Available: ☒ YES ☐ NO

Provider: Wilderness Sound Water Supply

Electric Service Provider (Name):

Bluebonnet Electric Coop

Gas Service Provider**Septic System(s): How Many:** none**Soil Type:** sandy loam**Grass Type(s):** native**Flood Hazard Zone:** See Seller's Disclosure or to be

determined by survey

Nearest Town to Property: Somerville

Distance: 14 miles

Driving time from Houston

Items specifically excluded from the sale:

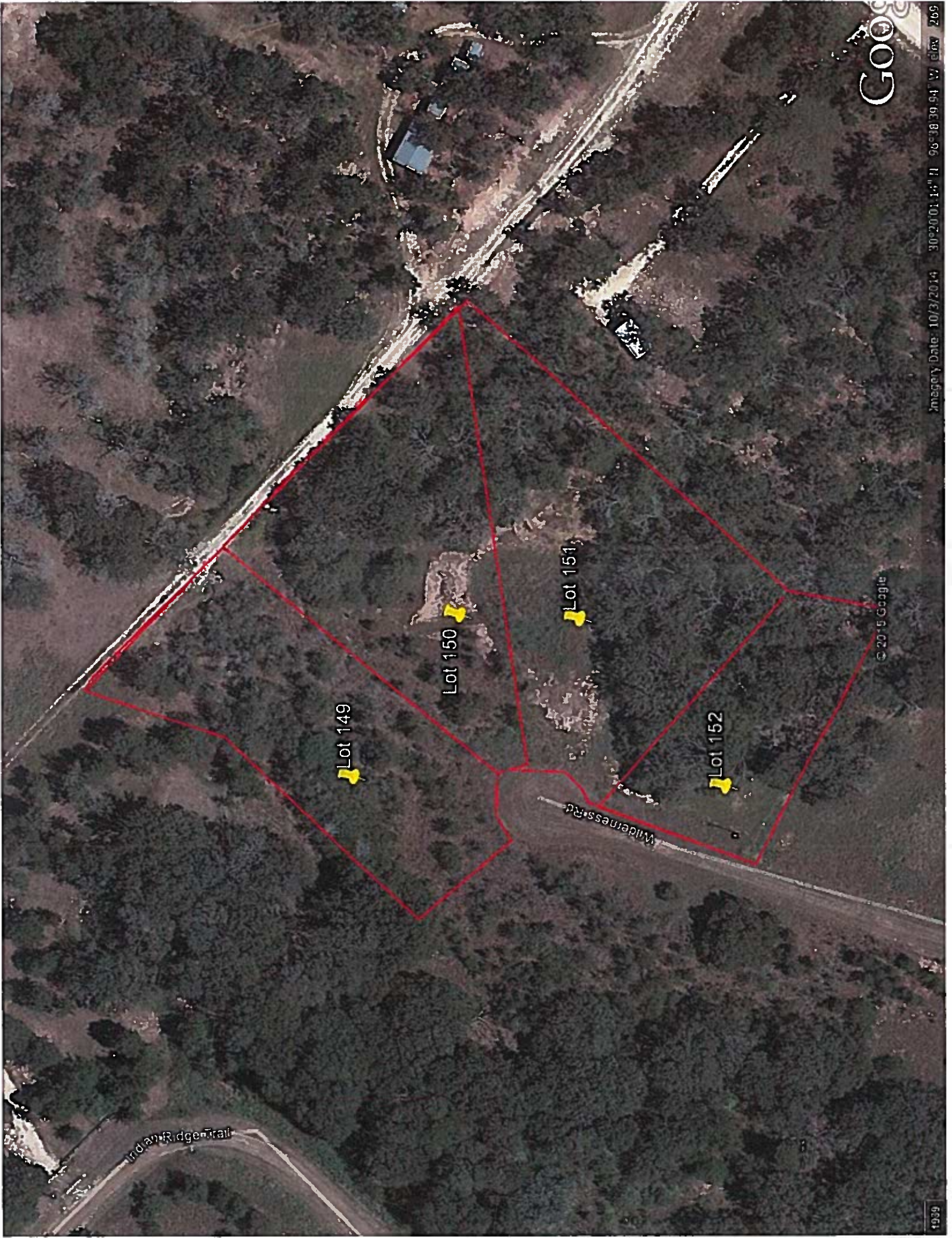
all sellers personal property

Additional Information:

**BILL JOHNSON AND ASSOCIATES REAL ESTATE COMPANY WILL CO-BROKER IF BUYER IS
 ACCOMPANIED BY HIS OR HER AGENT AT ALL PROPERTY SHOWINGS.**

EY VOELKEL REMAINDE





Google

Image Date: 10/3/2014 30°20'01.14" N 96°38'39.94" W elev 269

© 2015 Google

Lot 149

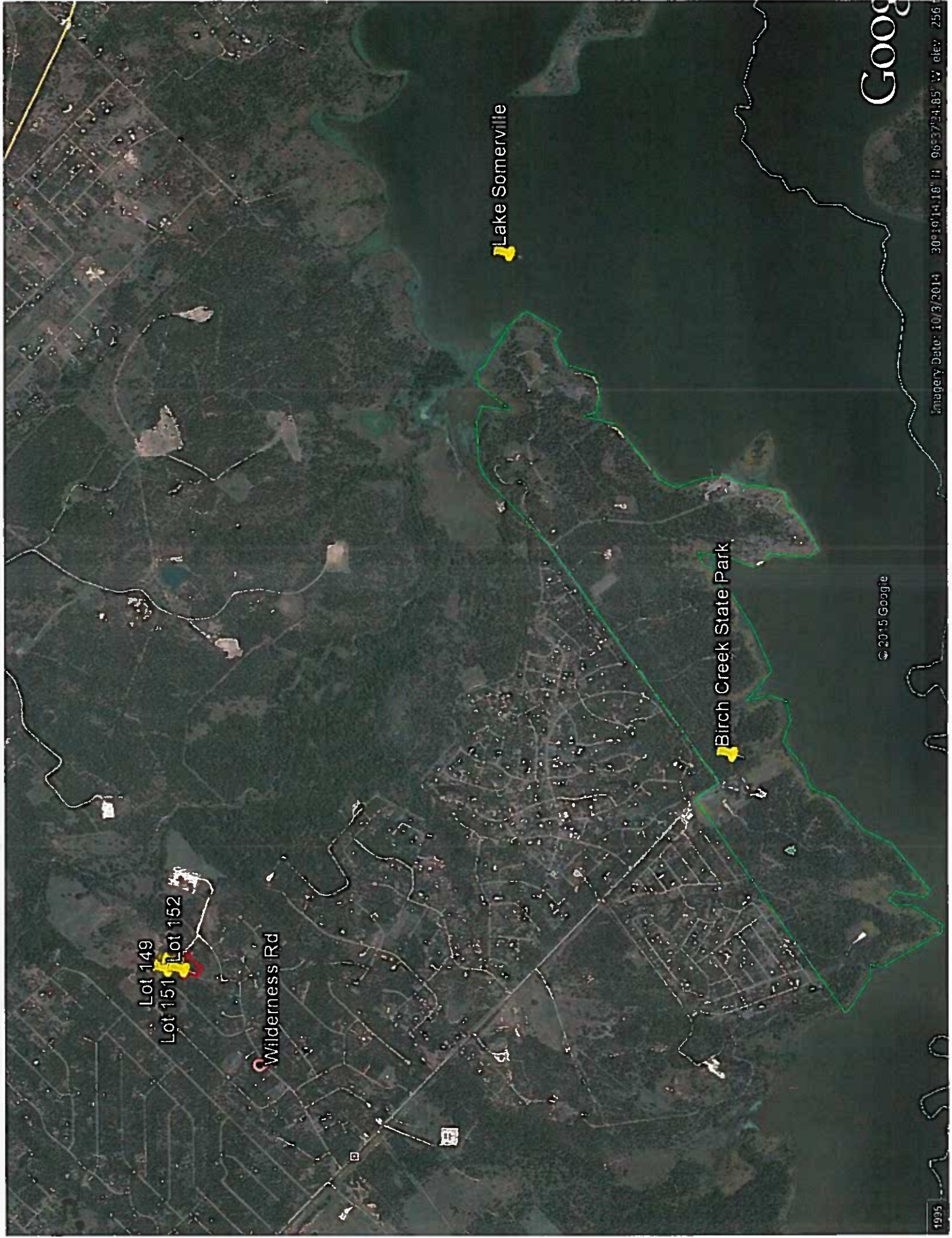
Lot 150

Lot 151

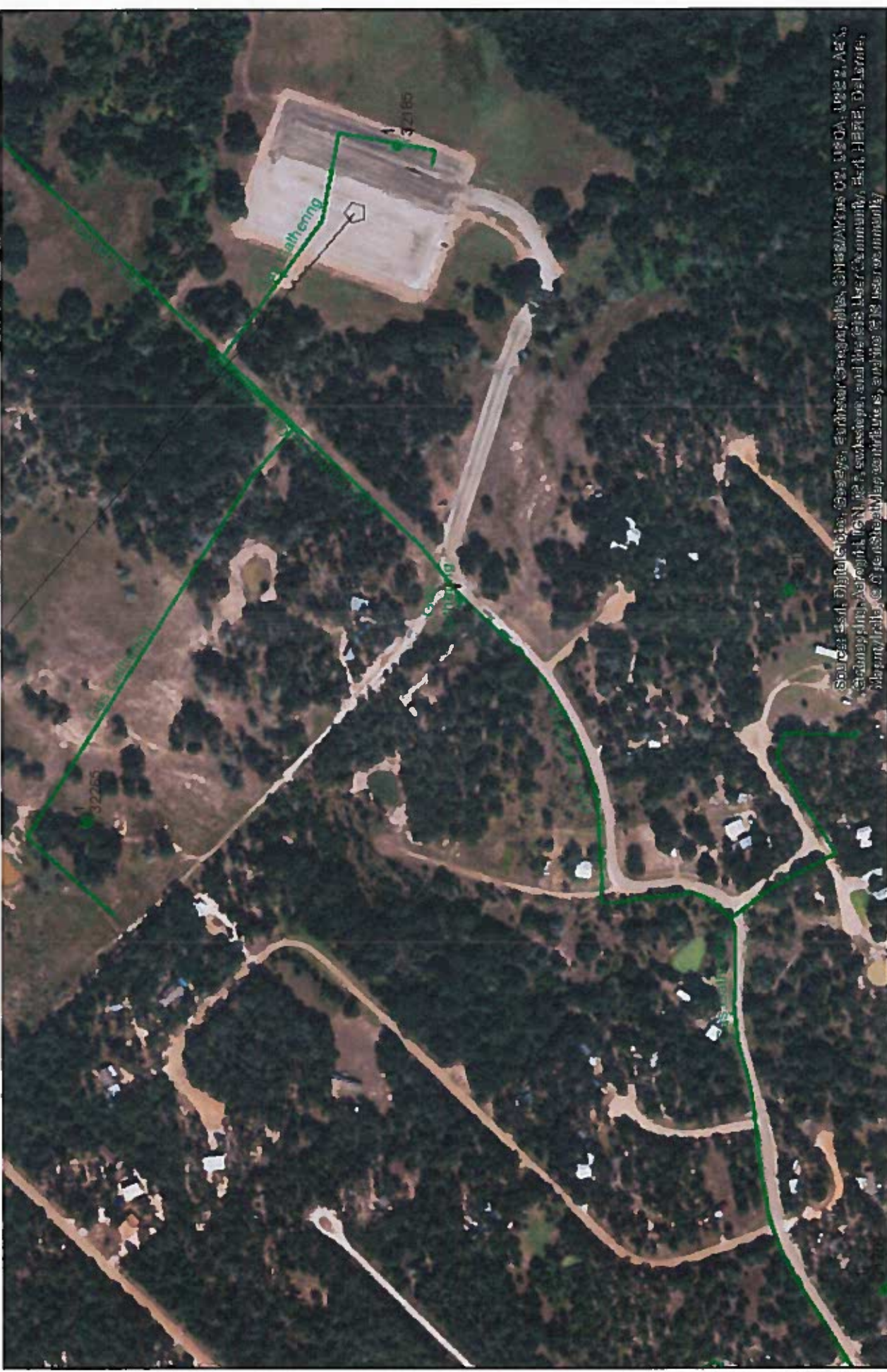
Lot 152

Wilderness Rd

Indian Ridge Trail







October 27, 2015

1 inch = 376 feet



NOTICE/DISCLAIMER: Mapping data sets are provided for informational purposes only. These data sets are continuously being updated and refined. Users are responsible for checking the accuracy, completeness, currency, and/or suitability of these data sets themselves. This is not a survey grade product and should not be used to define or establish survey boundaries.

PREPARED BY:
RAILROAD COMMISSION of TEXAS
P.O. BOX 12967
AUSTIN, TX 78711-2967

RESTRICTIVE COVENANTS

WILDERNESS SOUND - A SUBDIVISION

WILDERNESS SOUND, LTD., a Texas Limited Partnership, the owners of the following described property situated in Burleson County, Texas, to-wit:

WILDERNESS SOUND, a subdivision in and an addition to Burleson County, Texas, containing 253.0308 acres, more or less, out of the Ann T. Wooldridge Survey A-244, as shown by Map or Plan thereof filed for record in the office of the County Clerk of Burleson County, Texas on and recorded in Volume _____, Page _____ of the Map Records of Burleson County, Texas, reference to which is here made:

have subdivided such property into lots with intervening streets and easement ways for the construction, operation and maintenance of utility lines, in accordance with the map or plat of said WILDERNESS SOUND, prepared by Carlomagno Surveying & Mapping Co., duly approved by the Commissioners' Court of Burleson County, Texas, as same are on file and of record in Volume 2, Page 1 of the Map Records of Burleson County, Texas, and does hereby dedicate said streets and easement ways for the construction, operation and maintenance of utility lines to the use of future owners of lots or any portion of lots within said subdivision and to the public as such in accordance with the words and provisions of dedication set forth on the face of said Map.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of the lots contained in the subdivision, as a high-quality restricted residential section the following restrictions and conditions on the use of said lots are hereby established and adopted and imposed upon each lot or parcel thereof in said Addition; said conditions and restrictions shall constitute covenants running with the land, shall be binding upon and inure to the benefit of WILDERNESS SOUND, LTD., A Texas Limited Partnership, its successors and assigns, and upon all persons acquiring property by whatever means in said addition; by the acceptance of title to any lot or portion thereof in this Subdivision the owner thereof shall agree and covenant to abide by and perform the terms, conditions,

conveying a lot or portion thereof within said Subdivision, by reference to the place of record of this instrument; and by acceptance thereof, the Grantee, and all persons claiming under him, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered, and accepted subject to the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to a lot or portion thereof in said subdivision to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument.

RESTRICTIVE COVENANTS -- WILDERNESS SOUND;

1. All lots in the Subdivision shall be used only for single-family residential purposes except as provided in Paragraph 2 below.

2. The following lots may be used for commercial, business or professional activities:

Lots 1 through 15, Block 1,

Lots 1 through 3, Block 2

These lots may also be used for single-family residential purposes.

3. No noxious or offensive trade or activity shall be carried on upon any tract or any of the roads in the Subdivision nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.

4. No cesspool shall be dug, used or maintained on any tract. When a residence or other living quarters is constructed or placed on any tract, it shall provide an inside toilet and shall be connected with a septic tank. Drainage of septic tanks into roads, drainage courses or open ditches is prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and all other applicable governmental regulations, including all terms and conditions of orders presently in effect or that may come into effect issued by the Texas Water Quality Board. No outside toilets may be constructed or maintained on any tract.

5. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste materials shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

6. No animals, livestock poultry of any kind shall be raised, kept or bred on any lot, except dogs, cats, or other household

7. No sign of any kind shall be displayed to the public view except one professional sign of not more than five square feet advertising the property for sale.

8. No lot may be subdivided into lots containing less than one-half acre.

9. No structure, other than fences, shall be located on any tract nearer to the front or rear tract line or nearer to the side road line than ten (10) feet. No building shall be located nearer than ten (10) feet to an interior tract line, or nearer than ten (10) feet to the side line of the parcel of land upon which such improvements are to be erected. No building shall be located or maintained or placed on any easement shown on the recorded Plat.

10. Camping by a lot owner is permitted and owner may permit camping equipment to remain on premises; however, no tents shall be allowed to remain unoccupied for more than a twenty-four hour period.

11. The enclosed ground floor area of any structure intended for human habitation, including trailer houses or mobile homes, shall contain not less than four hundred (400) square feet, exclusive of open porches and garages.

12. No building material shall be placed or stored upon any tract until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the tract upon which the improvements are to be erected, and shall not be placed in the streets. After the improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed.

13. No garage or out building for rental purposes will be permitted on any tract. All living quarters on the property, other than in the main building, are to be for the bona fide use of the owner's or occupant's immediate family or servants only.

14. All mobile homes and/or trailer houses are to be skirted.

DURATION OF RESTRICTIONS:

All the restrictions and covenants herein set forth shall be covenants running with the land and shall continue and be binding upon Wilderness Sound, Ltd., and upon its successors and assigns, for a period of ten years from the date of this instrument, unless terminated or amended as provided herein. At the expiration of said ten year term, the restrictions and covenants as herein set out shall automatically be extended for an additional ten year period and for successive periods of ten years thereafter, unless nullified or revised as hereinafter provided. After the expiration of ten years from the date hereof, the owners of a majority of the square footage in the subdivision may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the office of the County Clerk of Burleson County, Texas, and then and thereafter these restrictions and covenants shall be null, void and of no further force and effect, or be modified or revised as said instrument may direct.

RIGHT TO ENFORCE:

The restrictions and covenants herein set forth shall be binding on Wilderness Sound, Ltd., its successors and assigns, and upon all parties

claiming by, through, or under it and all subsequent owners of property in the subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said property. The violation of any such restrictions shall not operate to invalidate any mortgage, Deed of Trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the restrictions herein mentioned. Wilderness Sound, Ltd. or the owners of any tract in this Subdivision shall have the right to enforce observance or performance of the provisions of this instrument.

SEVERABILITY:

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EASEMENTS:

All lots in the subdivision are subject to certain easements over and across portions of each lot, as shown by map of the Subdivision, such easements being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water lines, sewer lines, electric lighting and telephone cables or poles, drainage ditches, television cable and/or equipment necessary for the performance of utility services and functions, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove obstructions on the easement right-of-way as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon the subdivision property, except that nothing set out above shall prohibit, as heretofore set out, the use of such easements or rights-of-way by adjacent owners for the construction of fence lines, walks and/or drives provided no permanent structures are built thereon and provided no damage shall accrue to any utility company.

In addition to the ground easements mentioned above, an additional aerial easement is reserved resulting in a total over-all ground easement ten (10) feet wide from the ground upward and unobstructed aerial easement, twenty (20) feet wide from a plane fifteen (15) feet above the ground upward centered on the ground easements. This aerial easement being particularly needed by light and telephone companies for the protection of overhead wire.

MAINTENANCE CHARGE:

Each and every lot shown on the recorded Plat is hereby subjected to an annual maintenance charge, for the purpose of creating a fund to be known as "Maintenance Fund" to be paid by the owner or owners of each tract, which said charge shall be payable annually in advance, to Wilderness Sound, Ltd., on January 1st of each year. The annual maintenance charge shall be \$24.00 per tract, or \$2.00 per month per tract. If two or more lots are owned by the same party, then all lots over one shall be \$18.00 per year. The maintenance charge shall not apply to Wilderness Sound, Ltd.

The "Maintenance Fund" shall be used toward the payment of expenses

for vacant tracts, and doing any other thing necessary or desirable in order to maintain the subdivision in a neat, orderly and quality manner. To secure the payment of such maintenance charge, a vendor's lien is retained against the tracts out of the subdivision, the premises and improvements, thereon in deed from the undersigned, its successors and assigns, and it shall be the same as if a vendor's lien was retained herein in favor of the undersigned, without recourse on the undersigned in any amount for the payment of such charge and indebtedness. Said vendor's lien shall, however, be a subordinate lien and an inferior lien to said Deed of Trust lien or Mechanic's Lien placed against said property by the owner of the property. Wilderness Sound, Ltd, as owner shall be the sole judge of the use of the "Maintenance Fund" for a period of five years from the date hereof, unless a majority of the owners of the square footage in said subdivision notify the said Wilderness Sound, Ltd. in writing, that they have elected a committee to administer said fund, after which the said Wilderness Sound, Ltd. will no longer be responsible for the administration of said fund. Wilderness Sound, Ltd., as long as it shall administer said fund, shall make available on January 31st of each year a statement showing collections and expenditures of said fund.

WATER WELL SITES:

Use of a portion of the designated lots for the water well sites is expressly reserved to the undersigned, together with an easement for water lines to and from such sites and rights of ingress and egress for maintenance and repairs to water wells, water lines and related facilities. The use of such water well sites is to be in accordance to all regulations imposed by the Texas Water Quality Board and the Texas State Board of Health. Sanitary sewers and septic tanks must be located at least 50 feet from any water well and septic tanks with open jointed drain fields must be located at least 150 feet from any water well.

EXECUTED this 11th day of January, 1978.

WILDERNESS SOUND, LTD.
A Texas Limited Partnership

BY: Dante Carlomagno
DANTE CARLOMAGNO, General Partner

THE STATE OF TEXAS:

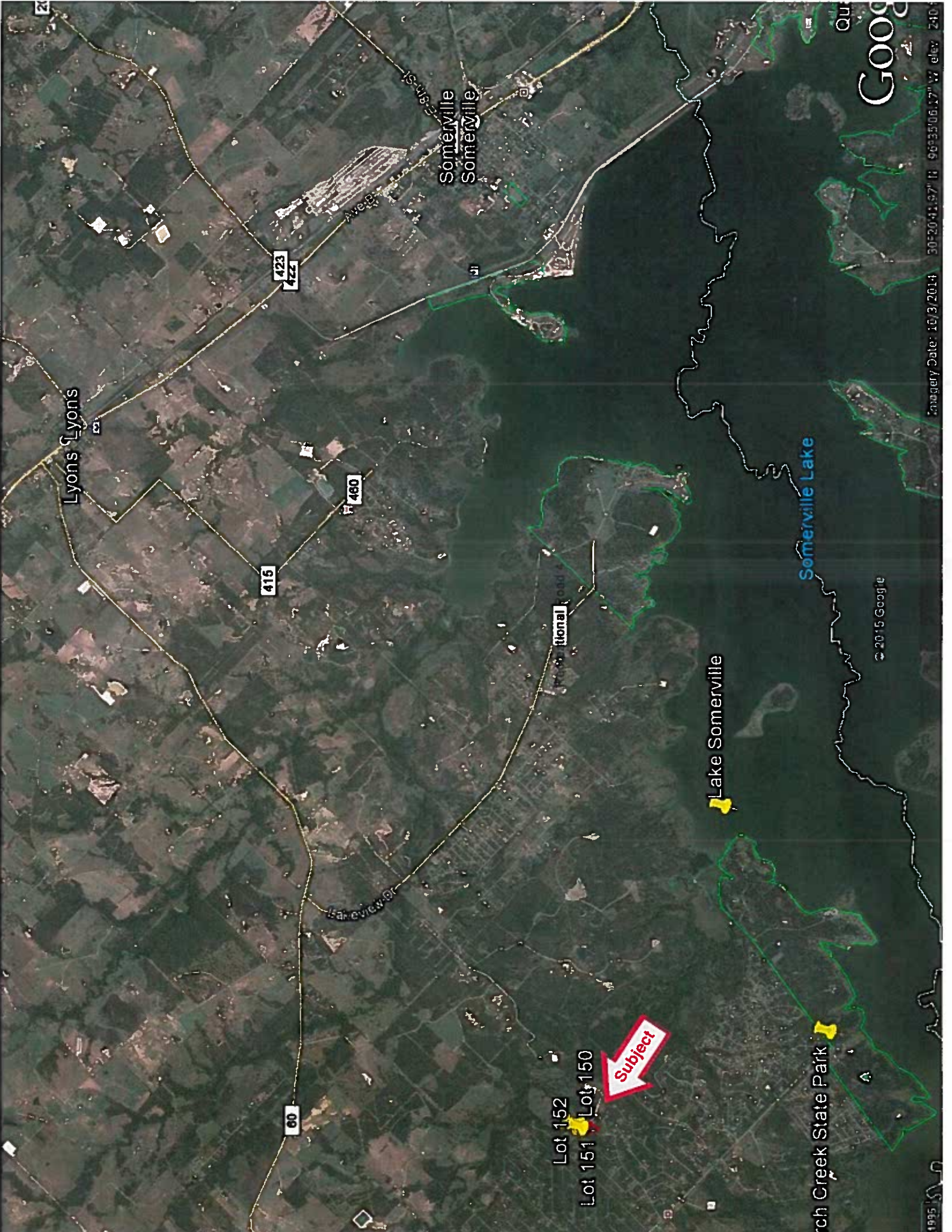
COUNTY OF BURLESON:

BEFORE ME, the undersigned authority, on this day personally appeared DANTE CARLOMAGNO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 1978.

244

Quincy M. Meas
Notary Public in and for Burleson
County, Texas.



Google

Imagery Date: 10/3/2014 30°20'41.97" N 96°55'06.17" W elev: 240'

© 2015 Google

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.

- 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.

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 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.

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.

<u>William R. Johnson, Jr.</u>	<u>127410</u>	<u>billjohnson@bjre.com</u>	<u>(979) 865-5969</u>
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

<u>William R. Johnson, Jr.</u>	<u>127410</u>	<u>billjohnson@bjre.com</u>	<u>(979) 865-5969</u>
Designated Broker of Firm	License No.	Email	Phone

<u>William R. Johnson, Jr.</u>	<u>127410</u>	<u>billjohnson@bjre.com</u>	<u>(979) 865-5969</u>
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 _____

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

TAR 2501

Bill Johnson, P O Box 294 Bellville, TX 77418
William Johnson

Phone: 979 865 5466

Fax: 979 865 5500

LABS Forms (New)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com