

Texas Listing Service

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804 Wilderness Dr - Somerville 77879, Burleson County



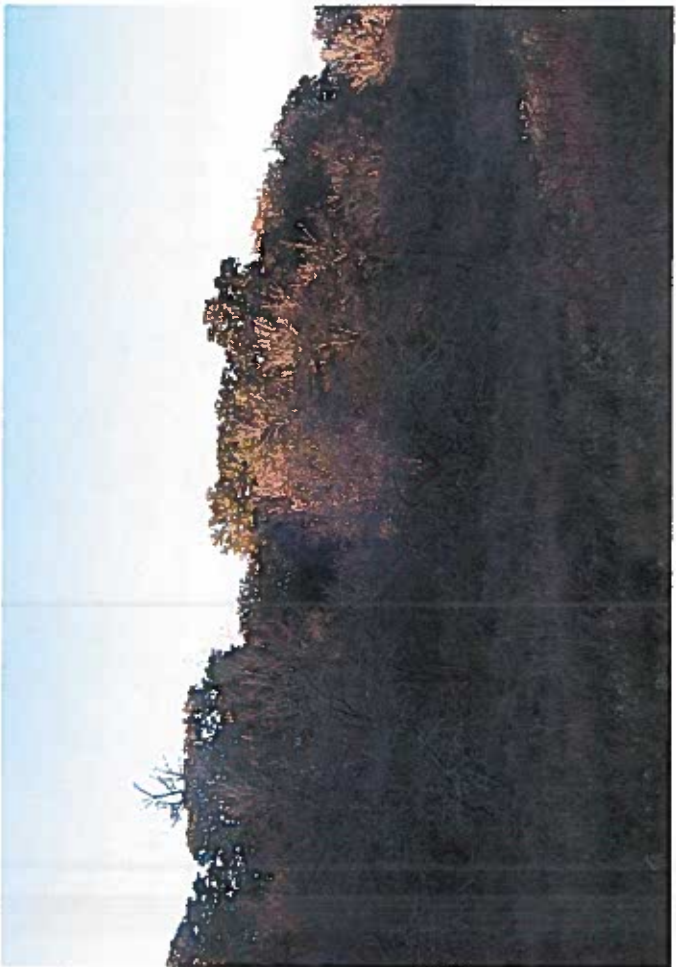
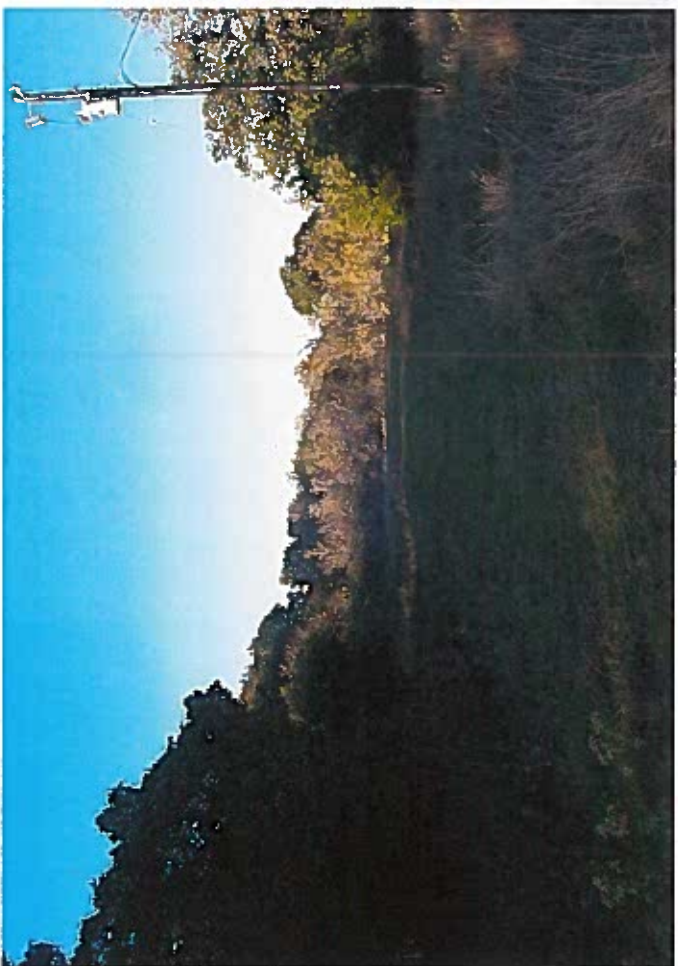
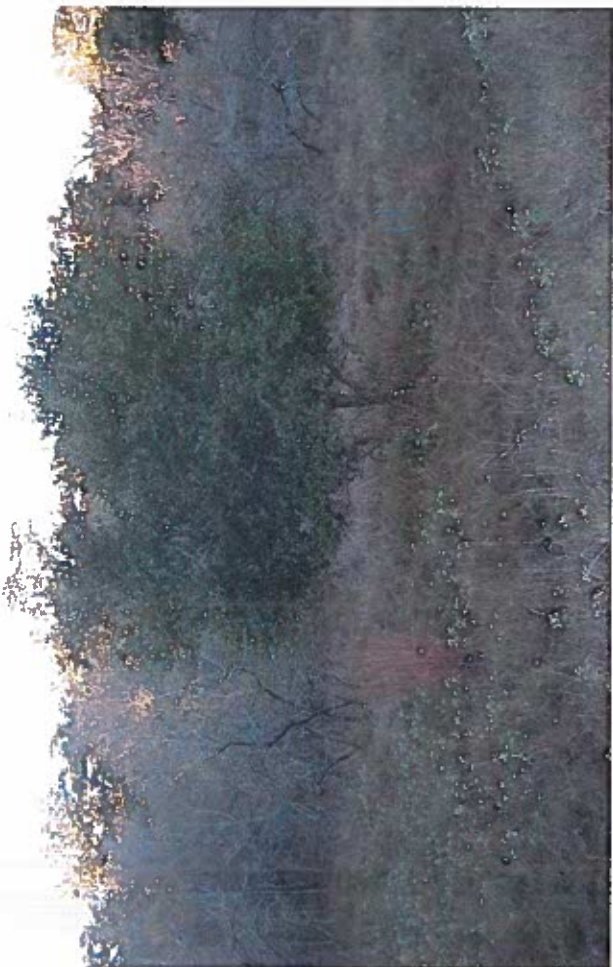
**BILL JOHNSON AND ASSOC.
REAL ESTATE CO.**
Office Phone: Bellville (979)
865-5466 New Ulm (979) 992-
2636

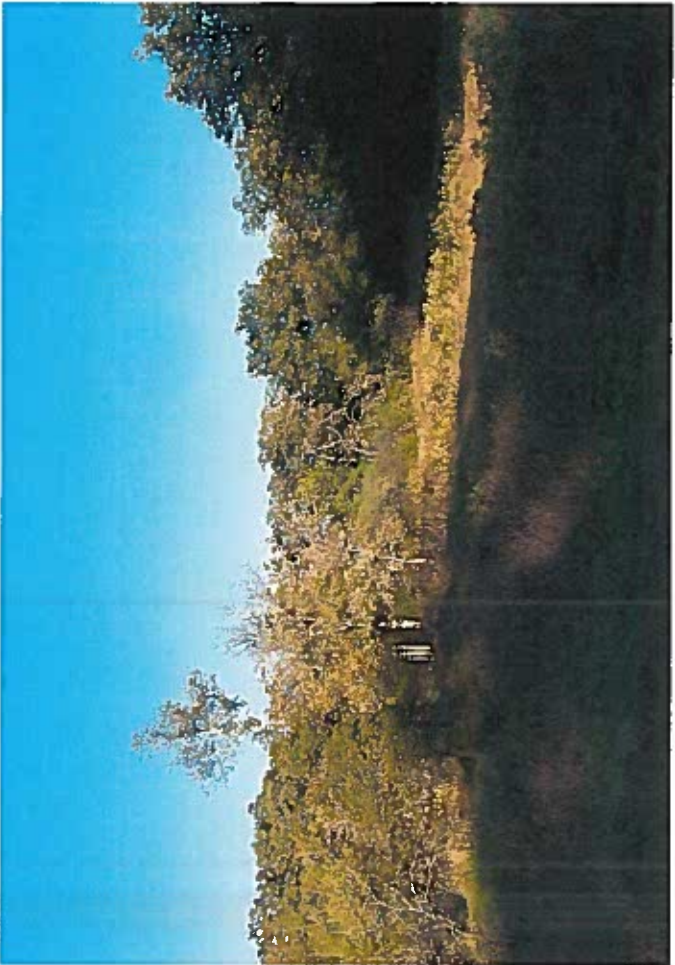
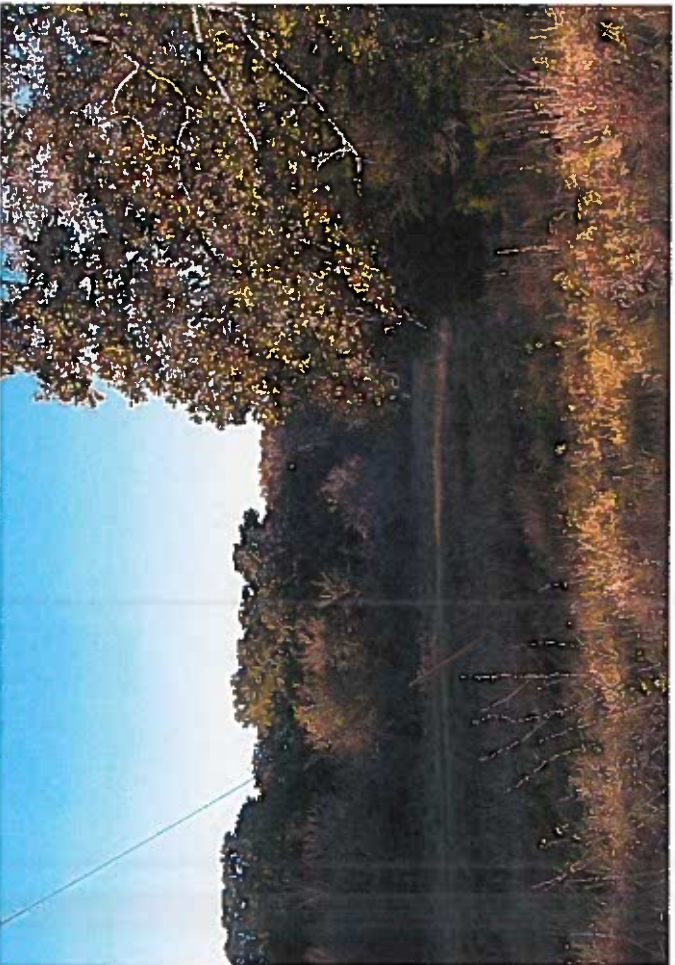
Wooded lots 2.5 miles from Lake Somerville at Birch Creek Park, in Wildemess Sound S/D. Electric service installed on property.

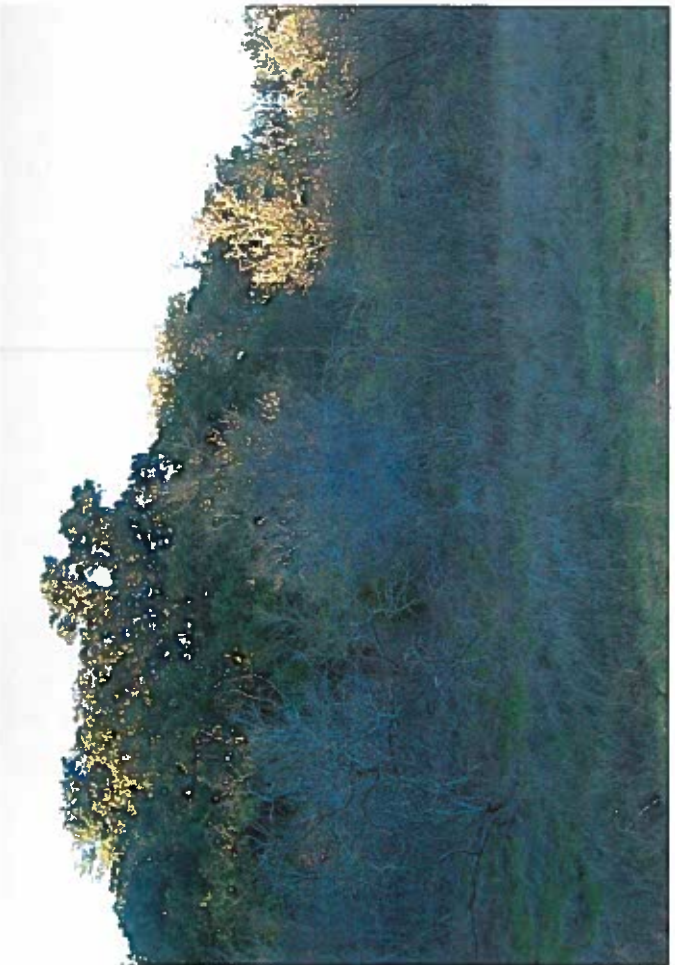
*****BILL JOHNSON REAL ESTATE WILL COBROKER IF BUYER'S AGENT ACCOMPANIES ALL SHOWINGS****

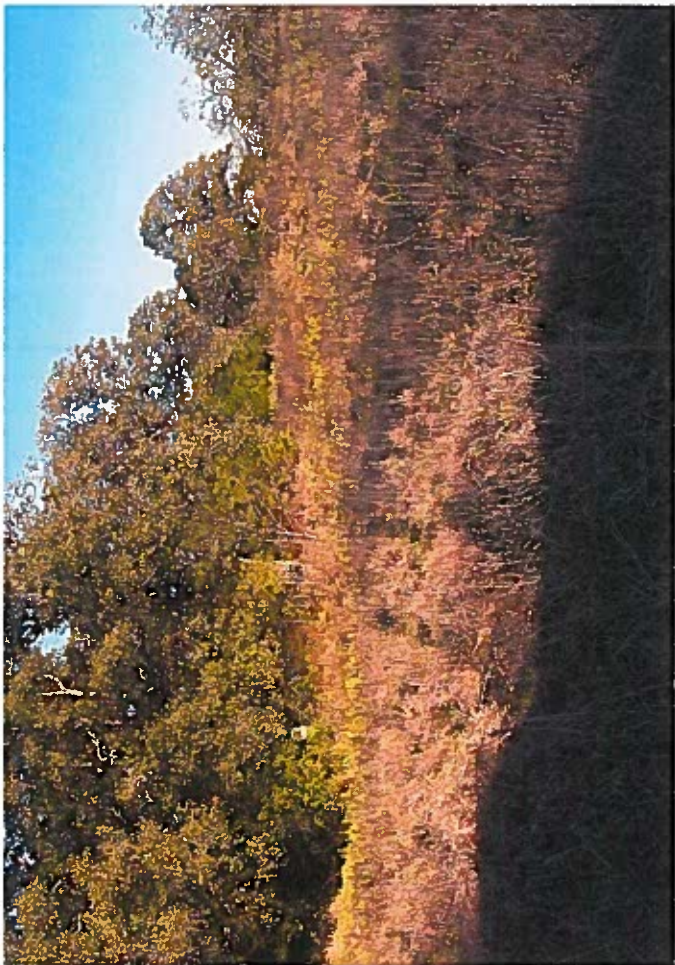
List Price: \$28,000
ID No.: 93589
Listing Type: For Sale
Use: Residential
Building: Land Only
Acreage: 3.19 Acres
Frontage: Gravel Road
Land Use: Restricted

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

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LOT OR ACREAGE LISTING

Location of Property: 14 miles west of Somerville near Birch Creek Park Listing #: 93589
Address of Property: 804 Wilderness Dr, Somerville, Tx 77879 Road Frontage: 316 feet
County: Burleson ☐ YES ☐ NO or Sale Sign on Property? ☒ YES ☐ NO
Subdivision: Wilderness Sound 149,150,151,152 Lot Size or Dimensions: 3.193 acre
Subdivision Restricted: ☒ YES ☐ NO Mandatory Membership in Property Owners' Assn. ☒ YES ☐ NO

Number of Acres: 3.1930**Price per Acre (or)****Total Listing Price:** \$28,000.00**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: \$247.42

County: \$94.28

FM/Rd/Br.: \$16.68

GWCD

Hospital \$20.01

TOTAL: \$378.39

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

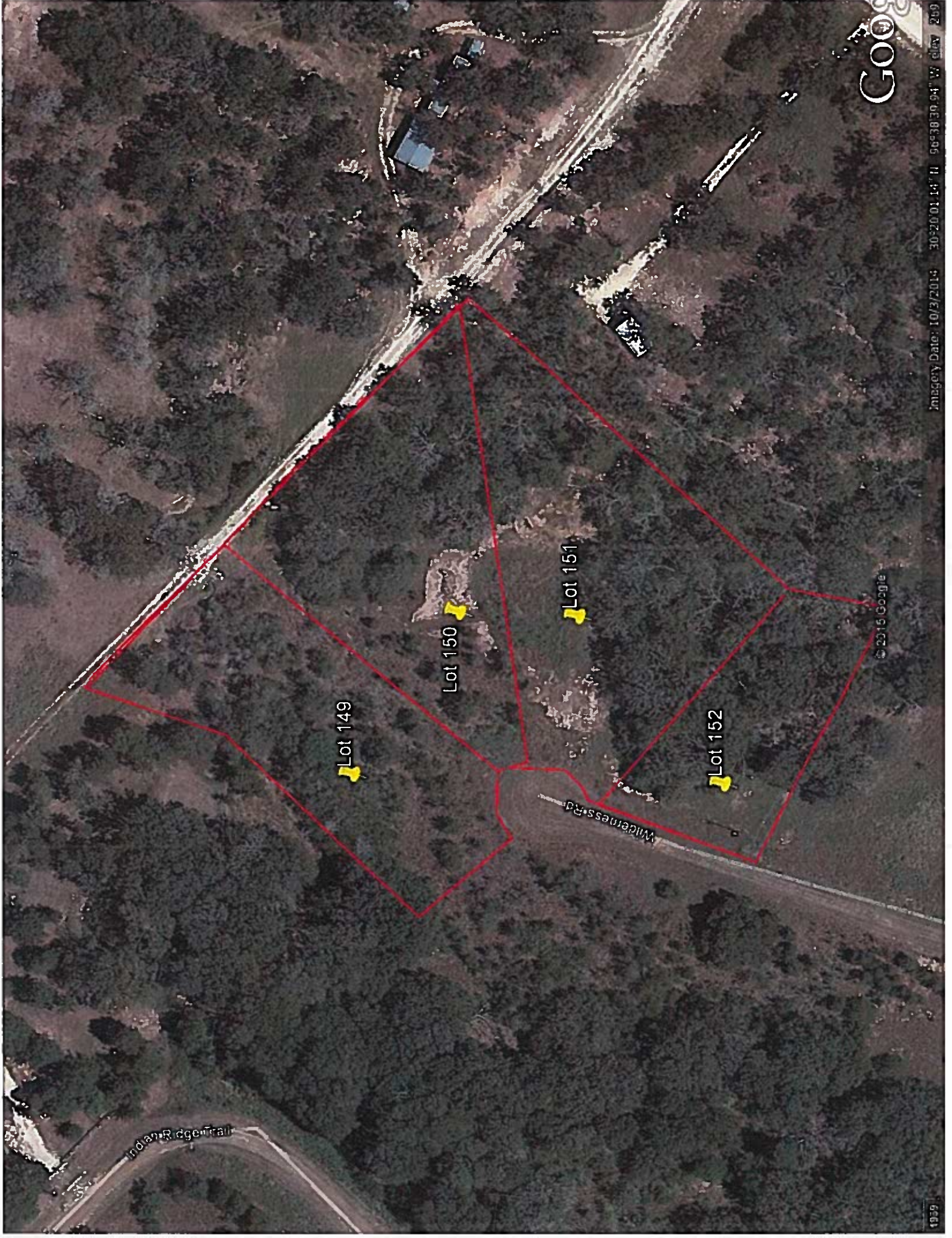
Driving time from Houston _____

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.**



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Imagery Date: 10/3/2013 30°20'01.14" N 96°38'30.94" W elev 269

1939

Lot 149
Lot 151
Lot 152

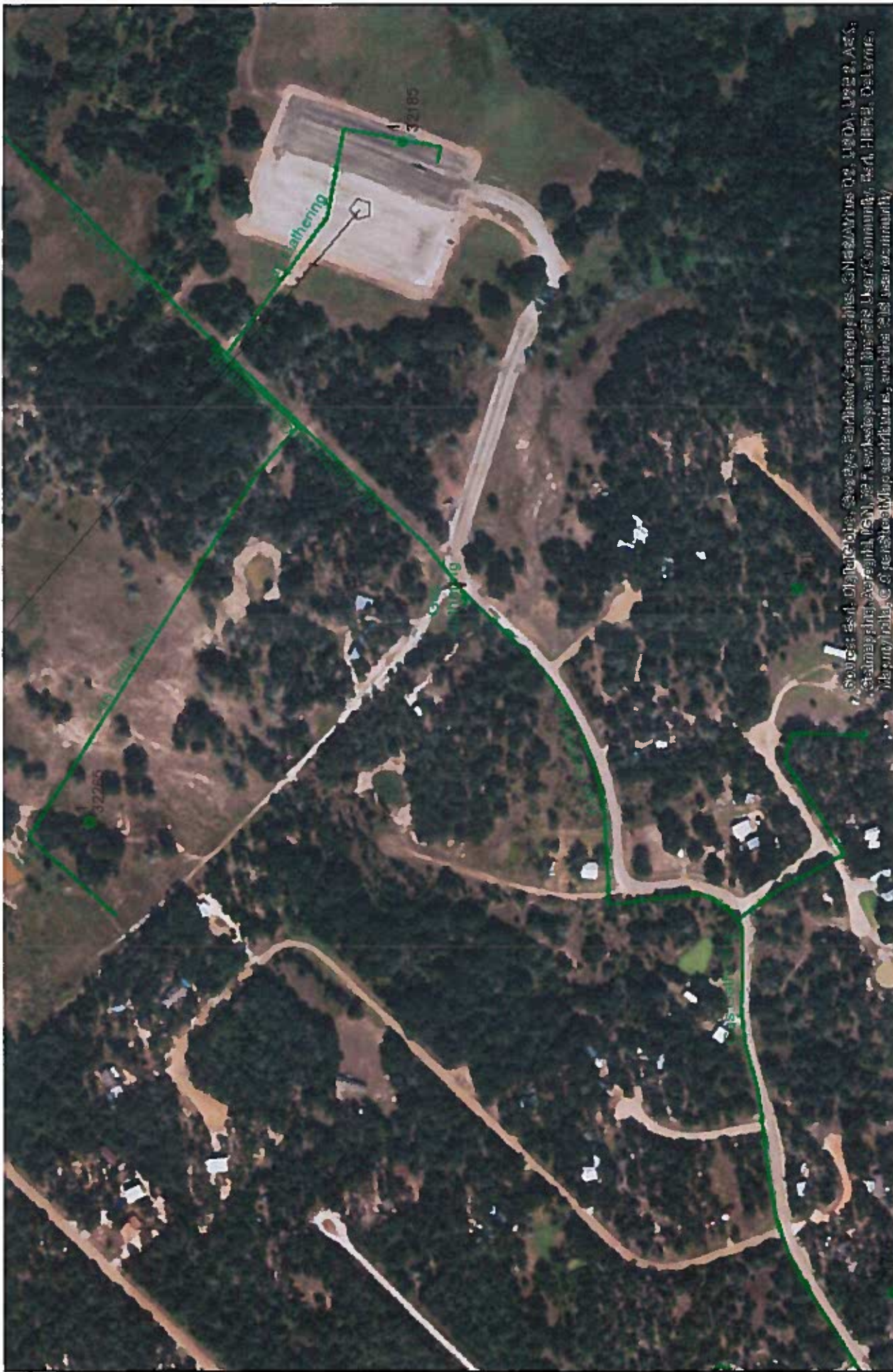
Wilderness Rd

Lake Somerville

Birch Creek State Park

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October 27, 2015

1 inch = 376 feet



PREPARED BY:

RAILROAD COMMISSION of TEXAS

P.O. BOX 12967
AUSTIN, TX 78711-2967

Source: RRC Public GIS Viewer

NOTICEDISCLAIMER: 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 oreestablish survey boundaries.

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:

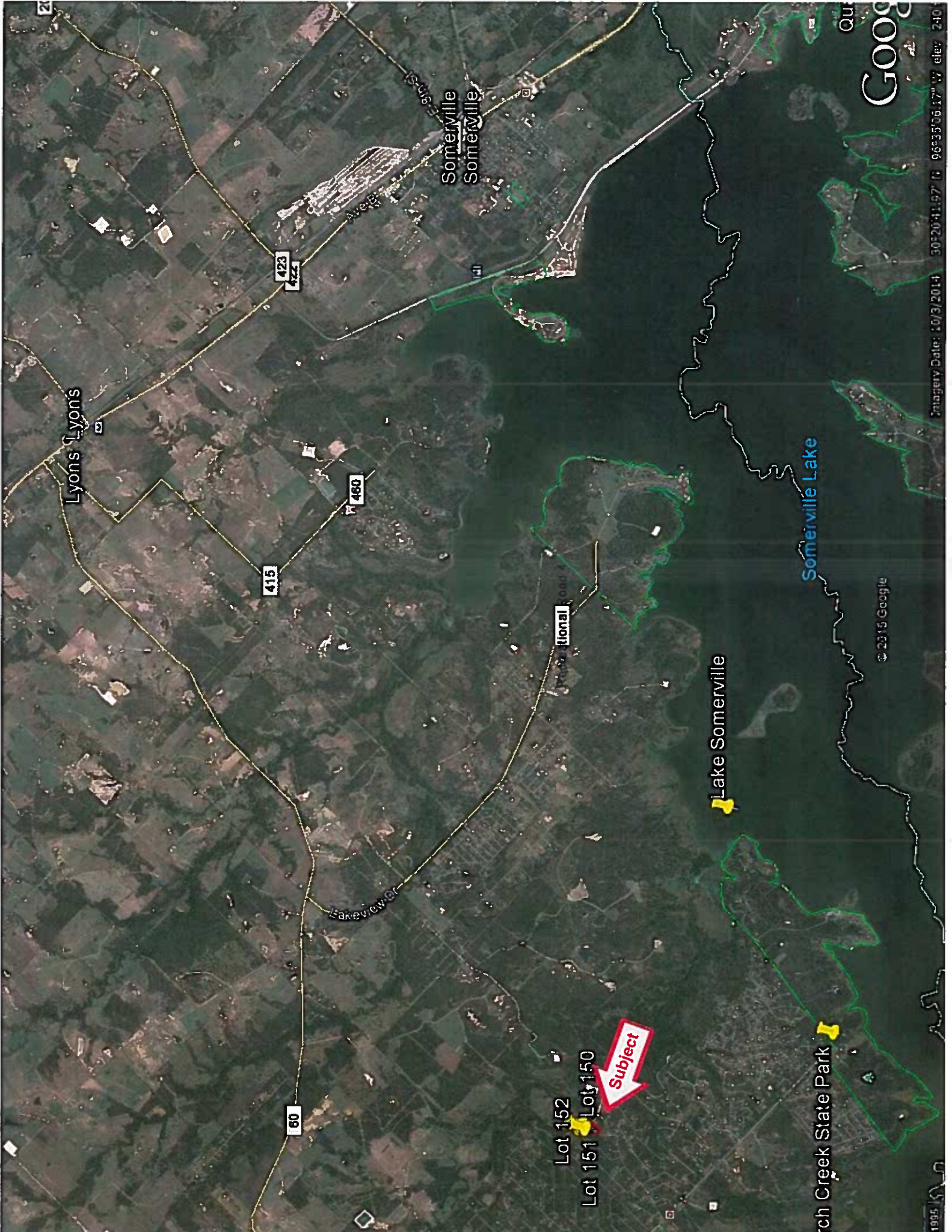
COUNTY OF BURLESON:

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°35'06.17" W elev: 240 ft

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Lyons Lyons

Somerville
Somerville

Avenue

423
424

480

415

60

Lakeview Dr

Honal Road

Somerville Lake

Lake Somerville

Creek State Park

Lot 152

Lot 151 Lot 150

Subject

