



45.92 acres with rolling views \$599,000

3522 FM 2502 Burton, TX 77835

Beautiful rolling 45.92 acres near Burton with high elevation and distant views. Property has improved pastures with excellent road frontage and is located in the hills of the Greenvine community between the small historic towns of Burton, Carmine and Round Top in Western Washington County on FM 2502. Property has a 2 bedroom 1 bath cabin with relaxing front porch that overlooks a lake in front of the house, two small sheds for your outdoor toys.

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The information contained herein, while obtained from sources deemed reliable, is not warranted by MARKET REALTY, INC.

3522 FM 2502

Legend

Feature 1

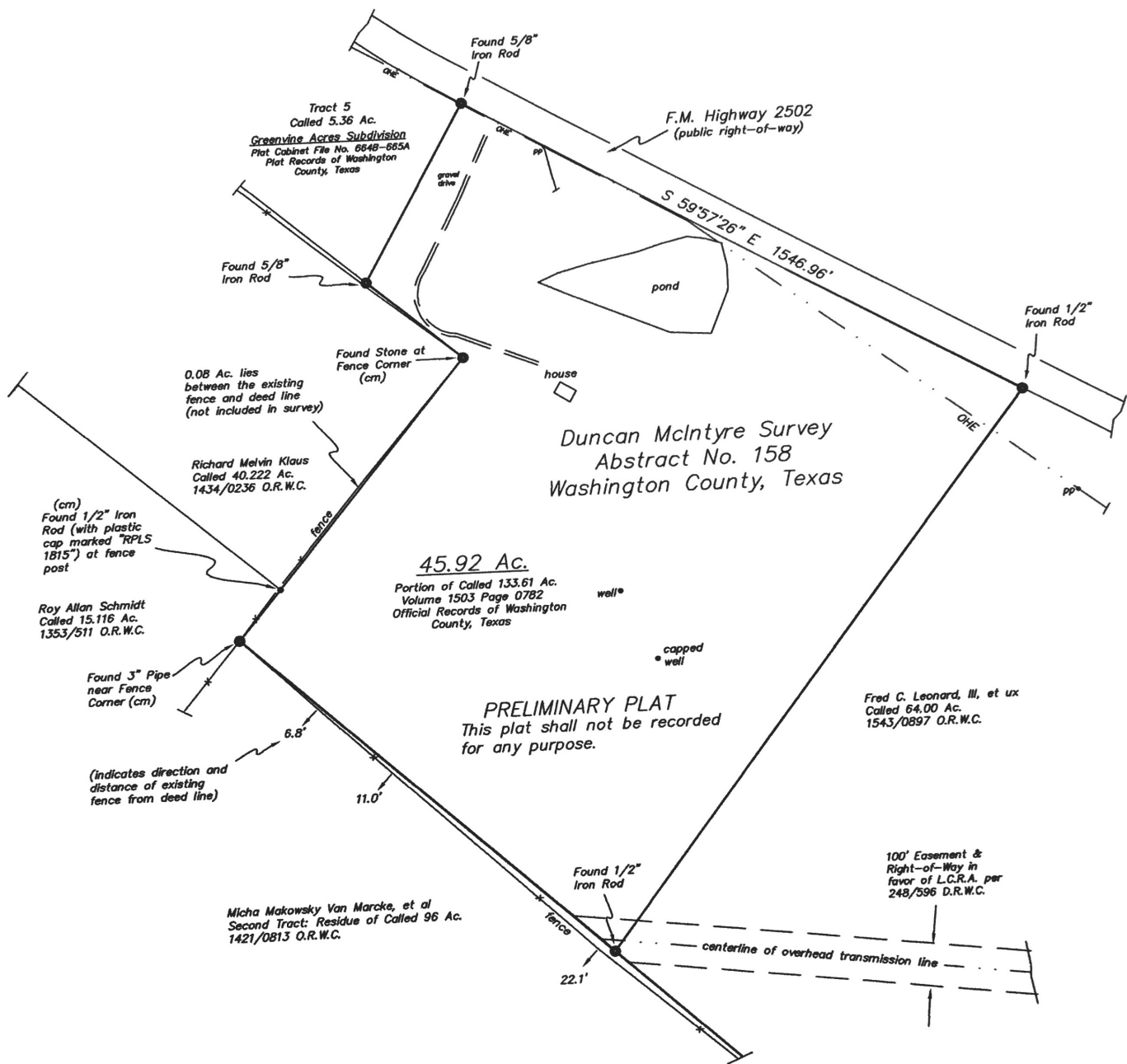
2502

Google earth

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1000 ft



RESTRICTIONS AND PROTECTIVE COVENANTS GREENVINE ACRES SUBDIVISION

The lands described herein are subject to the following covenants, restrictions, and conditions, which shall be covenants to run with the land, as hereinafter set out:

1. The hereinafter described property shall be used for single family dwellings, single family dwellings with guest quarters and agricultural purposes only. No multi-family dwellings or commercial business operations are allowed.
2. Prior to occupancy of a parcel, each parcel owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining parcels, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquids.
3. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.
4. No part of the hereinabove described property shall be used as a junkyard, wrecking yard, derelict car, truck or vehicle lot, or trailer park. No abandoned or junked cars, tractors or other vehicles are to be permitted on the property.
5. No structures of a temporary character, mobile home, modular home, manufactured home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence.
6. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any parcel, except "for sale" signs.
7. Single family residential dwellings to be constructed or moved upon the premises shall contain no less than 1,200 square feet of covered living area, exclusive of open porches, patios, garages, and other outbuildings. All buildings must be completed within 12 months from the date construction begins. Any fence built must be constructed and maintained in a good workmanlike manner. No chain link, hurricane, razor wire or game proof fence is allowed.
8. No more than one (1) head of livestock per $\frac{1}{4}$ of an acre, or cow-calf unit per acre, shall be kept and/or placed on the lands herein conveyed. No swine or poultry brood operations shall be kept or permitted on the premises, except those being used for 4-H or FFA projects.

9. No tract may be re-subdivided less than 2 acres unless written approval by 100% of the then owners of the subdivision is obtained prior to re-subdividing.
10. No structure, home, barns, sheds and storage buildings may be constructed on said premises nearer than 25 feet from the front property line or any property line adjacent to a public road or nearer than 25 feet from any side or rear property line.
11. 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 and hereby are reserved and retained by and unto the developers of subdivision/Texas Millennium LLC 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. Texas Millennium LLC hereby waives all rights of ingress and egress to the surface for the exploration of said mineral interest.
12. The above covenants are to run with the land and shall be binding upon all parties or persons claiming under grantees, and grantees' heirs, successors and assigns, until January 1, 2035 after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
13. Enforcement of the foregoing restrictions and protective covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any of the covenants and restrictions, either to restrain said violations and/or to recover damages. Said proceedings may be brought by any property owner who owns land out of the original 23.673 acre tract of which the property hereinabove described is a part. Nothing contained herein shall be so construed as to require developer (Grantor) to enforce said covenants and restrictions in behalf of the other property owners.

Texas Millennium LLC Date

By: _____
Roger Chambers

Don Holtkamp

Stephen James

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

- **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.

- 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.

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<u>Licensed Supervisor of Sales Agent/ Associate</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
<u>Sales Agent/Associate's Name</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>

Date _____