

For Sale 5.949 acres on FM 86 Red Rock, Texas



This beautiful 5.949 acres has both trees, pasture, and a pond. Site built homes only and deed restrictions helping to preserve property values. Horses are allowed. An improved pond is waiting for this spring's rain to fill it the rest of the way. New fence on three sides of the property. New TxDOT permitted and approved driveway. No floodplain. You'll be able to have your own private well and septic system. Bluebonnet Electric Cooperative can supply your power. Less than 40 miles from downtown Austin. 15 miles to Lockhart. 20 miles to Bastrop. 35 minutes to Tesla & the ABIA airport. Owner is real estate broker.

Price	\$199,900
Size	5.949 acres
Road Surface	Paved
Water Feature	Pond
Trees	Medium to Large
Schools	Bastrop ISD
Electric	Bluebonnet Electric Cooperative
Water	Well Needed
Waste Water	Septic Needed
Legal Description	Tract B, Suhler's Subdivision, Bastrop County, Texas
Location	Approximately 0.8 miles south of FM 20 on FM 86

Contact: Tom Suhler – Owner / Broker
512.413.0390
tom@tomsuhler.com
<https://www.tomsuhler.com/realestate/>
Licensed Texas Real Estate Broker
License #: 344073





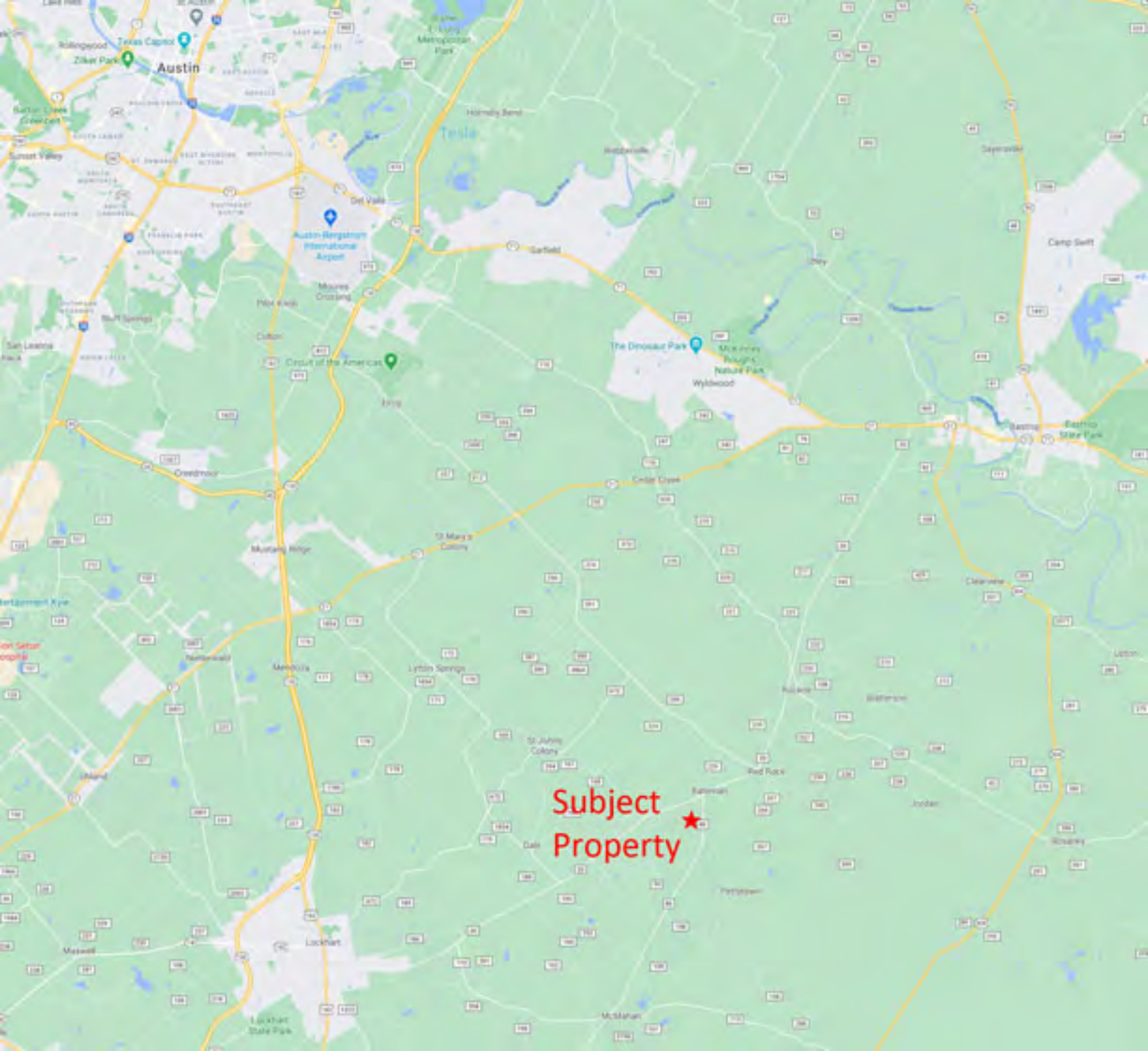






Tract B 5.949 Acres





Subject
Property



RESTRICTIVE COVENANTS
TRACT B, SUHLER'S SUBDIVISION, BASTROP COUNTY, TEXAS

1. The Property shall be used for single-family residential and/or limited agricultural purposes only. No commercial feed lot operation or any other commercial activity, whether for profit or not, shall be conducted or maintained on any parcel or tract of the Property except that a business activity may be conducted within a residence so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (ii) the business activity conforms to all applicable zoning ordinances; and (iii) the business activity does not involve persons coming onto the Property.
2. The Property shall not be divided into smaller parcels or tracts of land having an area of less than two (2) acres.
3. No building shall be erected, altered, placed or permitted to remain on any parcel or tract of the Property other than a maximum of two single-family detached dwellings ("residence"), a private garage, either attached or detached to the single-family dwelling, barns for storage of hay and feed, stables and storage sheds for farm equipment and tools. Any residence constructed must contain at least 1,000 square feet of living area, excluding porches, terraces and attached garages and must be of new construction and built in place in the conventional manner on the Property. Prefabricated storage sheds or barns may be used on the Property but must be kept in good condition and remain aesthetically pleasing.
4. No more than two single-family residences may be constructed on the Property and a maximum of three other buildings may be constructed on the Property. None of the three other buildings may be used as a dwelling either temporarily or permanently. Any fences, privacy walls or entrance gates built on the Property shall be of new construction material
5. Modular homes, HUD Code manufactured homes, and prefabricated homes are prohibited on any parcel or tract of the Property. No structure of a temporary character, motor home, travel trailer, mobile home, prefabricated house, shack, basement, garage, storage shed, barn or stables shall ever be used as a single-family dwelling for a period longer than 2 weeks.
6. All septic systems shall meet the requirements of the State of Texas Health Department and the Texas Commission on Environmental Quality and comply with the regulations and specifications of Bastrop County.
7. No building or structure shall be located nearer to the front, side or rear property lines than 40 feet. If the minimum building setback lines established by any governing body with jurisdiction over the Property are greater than the setback established herein, the minimum building setback lines of such governing body shall control.
8. These restrictive covenants and conditions shall apply to any future remodeling of buildings and to rebuilding, in case of destruction by fire or by the elements.
9. The Property shall never be used or maintained as a dumping ground or for storage, temporary or otherwise, of junked, disabled automobiles, trucks or other vehicles, machinery, equipment, used lumber or other used material, giving an unsightly appearance, and any and all parcels or tracts of the Property

shall at all times be maintained by the owner thereof in a reasonably neat and clean condition.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted

11. No loud, noxious or offensive activity shall be carried on upon any parcel or tract of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No birds, fowl or poultry shall be raised for commercial purposes or for commercial egg production. Peacocks, hogs, pigs or swine are prohibited. The number of cattle and horses on the Property shall not exceed one per acre. Goats and sheep shall be limited to five per acre. No more than 12 fowl may be kept on the Property, regardless of acreage. No animal of any kind, whether considered livestock, domestic or sport, shall ever be raised, bred, or kept or permitted to be raised, bred or kept upon any parcel or tract of the Property in such numbers that would exceed an aggregate total of five per acre of such parcel or tract. Fences and cages must be maintained in such a way that any animal kept on the Property remains contained within the boundaries of such Property.

13. Each of these restrictions, conditions and limitations shall be covenants running with the title of the Property, every part thereof, and every re-subdivision thereof, for twenty five (25) years from the date of the filing and recording of these Restrictive Covenants in the Real Property Records of Bastrop County, Texas, and shall be binding on the Property owners, their purchasers, successors, heirs, executors, administrators and assigns. These Restrictive Covenants cannot be amended without the consent of (i) the owner of the Property and Thomas Suhler, or his heirs if Thomas Suhler is deceased; or (ii) the owner of the Property and the owners of all property in the area that had similar restrictions placed on their property when they purchased property from Thomas Suhler. The purpose of these Restrictive Covenants and the similar restrictions placed on other property in the area is to create a general scheme of restrictions in the area but such restrictions are not necessarily exactly identical due to acreage amounts varying and specifics of certain property. These Restrictive Covenants will continue to renew automatically for successive periods of ten years each for perpetuity at the expiration of the 25 years, unless modified as provided for herein.

14. Invalidity of any one or more of the restrictions, covenants, limitations and conditions by judgment or court order shall in no manner affect any of the other provisions hereof, but they shall remain and continue in full force and effect.

15. Each of the restrictions, covenants, limitations and conditions set forth above shall be covenants enforceable by proceedings at law, or in equity, against any person or persons violating or attempting to violate any of the covenants, either to restrain the violation or to recover damages. If any owner of any parcel or tract, their purchasers, successors, heirs, executors, administrators and assigns, shall violate, or attempt to violate, any of these covenants, it shall then be lawful for any other person or persons owning any parcel or tract of the Property or Thomas Suhler or any owner of any property in the area that had similar restrictions placed on their property when they purchased property from Thomas Suhler, as may be applicable, to prosecute any proceedings at law, or in equity, against the person or persons violating, or attempting to violate any such covenant, either to prevent him/her or them from doing so, or to recover damages for such violation.

16. Should it become necessary for any owner of a parcel or tract of the Property to retain the services of any attorney for the specific enforcement of any of the covenants, the person in violation of any of the covenants agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.



Information About Brokerage Services

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

11-2-2015



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.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- 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.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

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 BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller'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.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

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.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Thomas Suhler	344073	tom@tomsuhler.com	512-413-0390
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
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

**THE TEXAS REAL ESTATE COMMISSION (TREC) REGULATES
REAL ESTATE BROKERS AND SALES AGENTS, REAL ESTATE INSPECTORS,
HOME WARRANTY COMPANIES, EASEMENT AND RIGHT-OF-WAY AGENTS,
AND TIMESHARE INTEREST PROVIDERS**

**YOU CAN FIND MORE INFORMATION AND
CHECK THE STATUS OF A LICENSE HOLDER AT**

WWW.TREC.TEXAS.GOV

**YOU CAN SEND A COMPLAINT AGAINST A LICENSE HOLDER TO TREC
A COMPLAINT FORM IS AVAILABLE ON THE TREC WEBSITE**

**TREC ADMINISTERS TWO RECOVERY FUNDS WHICH MAY BE USED TO SATISFY A CIVIL
COURT JUDGMENT AGAINST A BROKER, SALES AGENT, REAL ESTATE INSPECTOR, OR
EASEMENT OR RIGHT-OF-WAY AGENT, IF CERTAIN REQUIREMENTS ARE MET.**

**REAL ESTATE INSPECTORS ARE REQUIRED TO MAINTAIN ERRORS AND OMISSIONS
INSURANCE TO COVER LOSSES ARISING FROM THE PERFORMANCE OF A REAL ESTATE
INSPECTION IN A NEGLIGENT OR INCOMPETENT MANNER.**

**PLEASE NOTE: INSPECTORS MAY LIMIT LIABILITY THROUGH PROVISIONS IN THE CONTRACT
OR INSPECTION AGREEMENT BETWEEN THE INSPECTOR AND THEIR CLIENTS. PLEASE BE
SURE TO READ ANY CONTRACT OR AGREEMENT CAREFULLY. IF YOU DO NOT UNDERSTAND
ANY TERMS OR PROVISIONS, CONSULT AN ATTORNEY.**

**IF YOU HAVE QUESTIONS OR ISSUES ABOUT THE ACTIVITIES OF
A LICENSE HOLDER, THE COMPLAINT PROCESS, OR THE
RECOVERY FUNDS, PLEASE VISIT THE WEBSITE OR CONTACT TREC AT**



TEXAS REAL ESTATE COMMISSION

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