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TRACT NO. 8  
 E.J. GILLEN TRACT  
 J.B. CASSEDY SURVEY, A-132  
 BASTROP COUNTY, TEXAS

Field notes of a 9.025 acre tract or parcel of land lying and being situated in the J.B. Cassedy Survey, Abstract No. 132 of Bastrop County, Texas, and being part of the 235.23 acre tract conveyed to E.J. Gillen by Travliyan George Seymour by deed recorded in Volume 207, Pages 238-242 of the Deed Records of Bastrop County, Texas, and being more particularly described as follows:

Commencing at an iron pipe found marking the most northerly corner of before mentioned 235.23 acre tract; Thence S.  $46^{\circ} 13' 25''$  W. 632.70 feet, Thence S.  $46^{\circ} 49' 08''$  W. 763.84 feet, Thence S.  $47^{\circ} 01' 42''$  W. 199.74 feet to an iron rod marking the POINT OF BEGINNING;

THENCE S.  $43^{\circ} 16' 12''$  E. for a distance of 933.32 feet to an iron rod, for corner;

THENCE S.  $46^{\circ} 13' 08''$  W. along the northwest right of way line of a 50 foot wide road easement for a distance of 420.05 feet to an iron rod, for corner;

THENCE N.  $43^{\circ} 16' 12''$  W. for a distance of 938.54 feet to an iron rod, for corner;

THENCE N.  $46^{\circ} 46' 01''$  E. along a fence marking a northeasterly line of said 235.23 acre tract for a distance of 23.82 feet to a 60 penny nail in a 12 inch Post Oak, for an angle point in line;

THENCE N.  $47^{\circ} 01' 42''$  E. continuing along said fence for a distance of 396.23 feet to the PLACE OF BEGINNING, containing 9.025 acres of land, more or less.



Surveyed January 1973,

*Jerry E. Holligan*

By: Jerry E. Holligan No. 29146

HOLLIGAN ENGINEERING  
 BRYAN, TEXAS

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TRACT NO. 9  
E.J. GILLEN TRACT  
J.B. CASSEDY SURVEY, A-132  
BASTROP COUNTY, TEXAS

Field notes of a 9.000 acre tract or parcel of land lying and being situated in the J.B. Cassedy Survey, Abstract No. 132 of Bastrop County, Texas, and being part of the 235.23 acre tract conveyed to E.J. Gillen by Trevlyan George Seymour by deed recorded in Volume 207, Pages 238-242 of the Deed Records of Bastrop County, Texas, and being more particularly described as follows:

Commencing at an iron pipe found marking the most northerly corner of before mentioned 235.23 acre tract, Thence S.  $46^{\circ} 13' 25''$  W. 632.70 feet, Thence S.  $46^{\circ} 49' 08''$  W. 546.13 feet to an iron rod marking the POINT OF BEGINNING;

THENCE S.  $43^{\circ} 16' 12''$  E. for a distance of 962.68 feet to an iron rod, for corner;

THENCE S.  $55^{\circ} 46' 36''$  W. along the northwest right of way line of a 50 foot wide road easement for a distance of 205.63 feet to an iron rod, for an angle point in line;

THENCE S.  $46^{\circ} 18' 08''$  W. continuing along said right of way line for a distance of 214.38 feet to an iron rod, for corner;

THENCE N.  $43^{\circ} 16' 12''$  W. for a distance of 933.32 feet to an iron rod, for corner;

THENCE N.  $47^{\circ} 01' 42''$  E. along a fence marking a northwesterly line of said 235.23 acre tract for a distance of 199.74 feet to a 60 penny nail in an 8 inch Mesquite, for an angle point in line;

THENCE N.  $46^{\circ} 49' 08''$  E. continuing along said fence for a distance of 217.71 feet to the PLACE OF BEGINNING, containing 9.000 acres of land, more or less.



Surveyed January 1973,

*Jerry E. Holligan*

By: Jerry E. Holligan No. 29146

HOLLIGAN ENGINEERING  
BRYAN, TEXAS

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TRACT NO. 10  
E.J. GILLEN TRACT  
J.B. CASSEDY SURVEY, A-132  
BASTROP COUNTY, TEXAS

Field notes of a 9.501 acre tract or parcel of land lying and being situated in the J.B. Cassedy Survey, Abstract No. 132 of Bastrop County, Texas, and being part of the 235.23 acre tract conveyed to E.J. Gillen by Trevlyan George Seymour by deed recorded in Volume 207, Pages 238-242 of the Deed Records of Bastrop County, Texas, and being more particularly described as follows:

Commencing at an iron pipe found marking the most northerly corner of before mentioned 235.23 acre tract, Thence S.  $46^{\circ} 13' 25''$  W. 632.70 feet, Thence S.  $46^{\circ} 49' 08''$  W. 121.63 feet to an iron rod, marking the POINT OF BEGINNING;

THENCE S.  $43^{\circ} 16' 12''$  E. for a distance of 939.47 feet to an iron rod, for corner;

THENCE S.  $30^{\circ} 29' 42''$  W. along the northwest right of way line of a 50 foot wide road easement for a distance of 208.45 feet to an iron rod, for an angle point in line;

THENCE S.  $55^{\circ} 46' 36''$  W. continuing along said right of way line for a distance of 227.19 feet to an iron rod, for corner;

THENCE N.  $43^{\circ} 16' 12''$  W. for a distance of 962.68 feet to an iron rod, for corner;

THENCE N.  $46^{\circ} 49' 08''$  E. along a fence marking a northwesterly line of said 235.23 acre tract for a distance of 424.50 feet to the PLACE OF BEGINNING, containing 9.501 acres of land, more or less.



Surveyed January 1973,

*Jerry E. Holligan*

By: Jerry E. Holligan No. 29146

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E.J. GILLEN ROAD EASEMENT  
J.B. CASSEEDY SURVEY, A- 132  
BASTROP COUNTY, TEXAS

Field notes of a 50 foot wide strip of land to be used as an access easement in the J.B. Casseedy Survey, Abstract No. 132 of Bastrop County, Texas, and being out of a 235.23 acre tract conveyed to E.J. Gillen by Trevlyan George Seymour by deed recorded in Volume 207, Pages 238-242 of the Deed Records of Bastrop County, Texas, and being more particularly described as follows:

All that portion of land lying 25 feet on each side of the following described centerline:

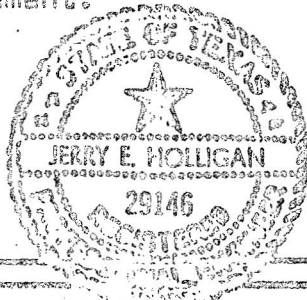
BEGINNING at a point located in the northeast right of way line of Farm Road No. 812, said point being S.  $08^{\circ} 35' 39''$  W. a distance of 1721.09 feet from an iron pipe marking the southwest corner of before mentioned 235.23 acre tract;

THENCE along a curve to the left with a radius of 106.66 feet and a central angle of  $31^{\circ} 08' 05''$  for an arc distance of 57.96 feet, chord bears N.  $87^{\circ} 08' 15''$  E. a distance of 57.25 feet, to the point of compound curvature;

THENCE along a curve to the left with a radius of 425.00 feet and a central angle of  $25^{\circ} 00' 00''$  for an arc distance of 185.44 feet, chord bears N.  $59^{\circ} 04' 12''$  E. a distance of 183.97 feet, to the point of tangency;

THENCE with the following calls:

N.  $46^{\circ} 34' 12''$  E. for a distance of 1051.58 feet,  
N.  $58^{\circ} 11' 21''$  E. for a distance of 214.46 feet,  
N.  $48^{\circ} 15' 27''$  E. for a distance of 386.75 feet,  
N.  $18^{\circ} 38' 48''$  E. for a distance of 213.10 feet,  
N.  $52^{\circ} 22' 51''$  E. for a distance of 299.37 feet,  
N.  $46^{\circ} 18' 08''$  E. for a distance of 1754.84 feet,  
N.  $55^{\circ} 46' 36''$  E. for a distance of 436.44 feet,  
N.  $30^{\circ} 29' 42''$  E. for a distance of 210.49 feet,  
N.  $46^{\circ} 43' 48''$  E. for a distance of 772.79 feet to a point in a fence marking a northeasterly line of said 235.23 acre tract, for the end of road easement.



Surveyed January 1973,

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JOB NO. 72-1266

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RESTRICTIONS AND RESERVATIONS

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FOR THE PURPOSE OF CARRYING OUT A UNIFORM PLAN FOR THE USE AND IMPROVEMENT OF THE 249.71 ACRES OF LAND OUT OF THE J. B. CASSEY SURVEY IN BASTROP COUNTY, TEXAS, CONVEYED IN A DEED FROM TREVLYAN GEORGE SEYMOUR TO E. J. GILLEN AS RECORDED IN VOLUME 207, PAGES 238-242 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, THE FOLLOWING RESTRICTIONS AND CONDITIONS ON THE USE OF ALL OF SAID PROPERTY ARE HEREBY ESTABLISHED AND ADOPTED AND IMPOSED, WHICH RESTRICTIONS AND CONDITIONS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND AND SHALL BE FULLY BINDING UPON THE GRANTOR HEREIN AND ALL PERSONS WHO SHALL SUBSEQUENTLY ACQUIRE ANY OF SAID PROPERTY WHETHER BY DESCENT, DEVISE, PURCHASE OR OTHERWISE, AND ANY PERSON BY THE ACCEPTANCE OF TITLE TO ANY OF SAID PROPERTY SHALL THEREBY AGREE AND COVENANT TO ABIDE BY THE FOLLOWING RESTRICTIONS AND COVENANTS. THESE RESTRICTIONS AND COVENANTS SHALL BE IN EFFECT UNTIL JANUARY 1, 1985, AND SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN YEARS, PROVIDED, HOWEVER, THAT THE OWNERS OF A TWO-THIRDS MAJORITY OF THE ACREAGE OF AFORESAID PROPERTY, DESCRIBED ABOVE MAY RELEASE ANY OR ALL OF THE PROPERTY HEREBY RESTRICTED FROM ANY ONE OR MORE OF SAID RESTRICTIONS ON JANUARY 1, 1985, OR WITHIN ONE YEAR THEREAFTER OR AT THE END OF ANY SUCCESSIVE TEN YEAR PERIOD OR WITHIN ONE YEAR THEREAFTER BY EXECUTING AND ACKNOWLEDGING AN APPROPRIATE AGREEMENT IN WRITING FOR SUCH PURPOSE AND FILING SAME FOR RECORD IN BASTROP COUNTY.

1. THE TERM "TRACT" OR "TRACTS" AS USED HEREIN, REFERS TO THE SEPARATE TRACTS OF LAND CARVED OUT OF THE PROPERTY DESCRIBED ABOVE AS NUMBERED AND SHOWN ON THE ATTACHED MAP OR PLAT OF SAID PROPERTY.

2. NO TRACT AS SHOWN ON THE AFORESAID SUBDIVISION PLAT SHALL BE RESUBDIVIDED EXCEPT THAT FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF A HOME OR OTHER IMPROVEMENTS, A PURCHASE CONTRACT HOLDER MAY OBTAIN A DEED TO A PORTION OF THE LAND UPON PAYMENT OF SUCH SUM ON THE PRINCIPAL OF THE ACCOUNT AS MAY BE REQUIRED BY THE HOLDER OF THE LEGAL TITLE, AND FOR THOSE TRANSACTIONS HANDLED ON THE BASIS OF A NOTE AND DEED OF TRUST, A PARTIAL RELEASE OF THE DEED OF TRUST MAY BE OBTAINED UPON MAKING SUCH PRINCIPAL PAYMENT AS MAY BE REQUIRED, AND WITH THE FURTHER EXCEPTION THAT A TRACT MAY BE DIVIDED BETWEEN TWO ADJACENT TRACTS, AFTER WHICH EACH ADJACENT TRACT, TOGETHER WITH THE ADDITION, SHALL BE CONSIDERED AS ONE TRACT IN APPLYING THESE RESTRICTIONS.

3. NO MOBILE HOME OR TRAILER HOUSE SHALL BE PLACED ON ANY TRACT.

4. EACH DWELLING PLACED PERMANENTLY ON ANY TRACT SHALL BE CONNECTED TO A SYSTEM OF SANITARY SEWAGE DISPOSAL IN ACCORDANCE WITH ALL APPLICABLE LAWS OR ORDINANCES; HOWEVER, SUCH SANITARY SEWAGE DISPOSAL SYSTEM SHALL PROVIDE A DRAIN FIELD SUFFICIENT TO ABSORB ALL EFFLUENT DISCHARGED BY THE SYSTEM. NO SYSTEM OR DRAIN FIELD MAY BE LOCATED CLOSER THAN FIFTY FEET FROM ANY TRACT PROPERTY LINE OR CREEK AND MAY NOT BE DISCHARGED INTO ANY DRAINAGE DITCH OR CREEK. NO SELF-CONTAINED CAMPER OR TRAVEL TRAILER MAY DUMP THEIR WASTE IN ANY DRAINAGE DITCH OR CREEK.

5. NO PART OF ANY BUILDING SHALL BE ERECTED OR MAINTAINED; NO TEMPORARY RESIDENCE, CAMPER OR TRAVEL TRAILER SHALL BE PLACED; AND NO STANDING PILES OF DEBRIS, TRASH OR OTHER TRIVIA WHICH IS DEEMED UNSIGHTLY SHALL BE ALLOWED TO ACCUMULATE ON ANY TRACT:

A. WITHIN ONE HUNDRED FEET OF ANY TRACT PROPERTY LINE  
ADJOINING AN EASEMENT FOR ROAD OR STREET PURPOSES,

AND

B. WITHIN FIFTY FEET OF ANY OTHER TRACT PROPERTY LINE.

6. WHERE TWO OR MORE TRACTS HAVE THE SAME OWNER, THEN THE GROUP OF TRACTS SHALL BE CONSIDERED AS A SINGLE TRACT IN APPLYING THESE RESTRICTIONS.

7. NO HOGS SHALL BE KEPT ON ANY TRACT.



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8. NO TRACT SHALL BE USED FOR COMMERCIAL ACTIVITY AND NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON, NOR ANYTHING BE DONE WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO ANY OTHER TRACT OWNER.

9. THE OWNER OF ANY TRACT OR TRACTS SHALL HAVE THE RIGHT TO ENFORCE OBSERVANCE AND PERFORMANCES OF THE RESTRICTIONS, COVENANTS AND CONDITIONS HEREIN MENTIONED, AND IN ORDER TO PREVENT A BREACH OR TO ENFORCE THE OBSERVANCE OR PERFORMANCE OF SAME SHALL HAVE THE RIGHT, IN ADDITION TO ALL OTHER LEGAL REMEDIES, TO AN INJUNCTION EITHER PROHIBITIVE OR MANDATORY. NO OWNER SHALL BE LIABLE EXCEPT FOR VIOLATIONS OF RESTRICTIONS COMMITTED DURING OWNERSHIP. THE VIOLATION OF ANY RESTRICTION, COVENANT OR CONDITION SHALL NOT OPERATE TO INVALIDATE ANY MORTGAGE, DEED OF TRUST OR OTHER LIEN ACQUIRED AND HELD IN GOOD FAITH AGAINST ANY AND ALL PROPERTY COVERED THEREBY, SUBJECT, NEVERTHELESS, TO THE RESTRICTIONS, COVENANTS AND CONDITIONS HEREIN MENTIONED. SHOULD ANY ONE OF THE RESTRICTIONS, COVENANTS AND CONDITIONS HEREIN BE HELD TO BE INVALID, OR FOR ANY REASON IS NOT ENFORCED, NONE OF THE OTHERS SHALL BE AFFECTED OR IMPAIRED THEREBY, BUT SHALL REMAIN IN FULL FORCE AND EFFECT.

10. THE GRANTEE HEREIN COVENANTS AND AGREES THAT AS GRANTEE OF THE TRACT OR TRACTS OF LAND DESCRIBED BY METES AND BOUNDS HEREIN, CARVED OUT OF THE PROPERTY DESCRIBED ABOVE, SUCH GRANTEE, HIS HEIRS AND ASSIGNS WILL CONVEY OR JOIN IN CONVEYING SUCH EASEMENTS AS ARE NECESSARY OR REQUIRED TO PROVIDE THE SERVICE OF WATER, ELECTRICITY AND OTHER UTILITIES TO ALL OWNERS OF TRACTS CARVED OUT OF THE PROPERTY DESCRIBED ABOVE.