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2892

THE STATE OF TEXAS }
COUNTY OF MILAM }

WHEREAS, Robert L. Ellett, Emory C. Camp and Carroll W. Glaser have heretofore purchased the following described tract of land, lying and being situated in Milam County, Texas:

A tract or parcel of land containing 4.5373 acres of land, more or less, out of the T. J. Chambers 2 League Grant, to be more commonly known as Manor Oaks and being more particularly described by metes and bounds as follows:

See attached Exhibit "A"

Whereas, in connection with said property, Robert L. Ellett, Emory C. Camp, and Carroll W. Glaser desire that any and all property hereinafter conveyed shall be made subject to the following covenants, conditions, stipulations and restrictions;

For the purpose of creating and carrying out a uniform plan and the improvement and sale of the property described above the following restrictions upon the use of said property are hereby established and adopted, subject to the provisions hereof, shall be made a part of each and every contract and deed executed by or on behalf of Robert L. Ellett, Emory C. Camp, and Carroll W. Glaser, their successors and assigns, by appropriate reference to this instrument, and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each and every part of the above described property, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Robert L. Ellett, Emory C. Camp and Carroll W. Glaser and their successors and assigns and all subsequent purchasers of said property or any part thereof, and each such purchaser, by virtue of accepting a contract or deed covering such property, or any part thereof, shall be subject to and bound by such restrictions, covenants and conditions, and by terms of this instrument as hereinafter set forth.

Robert L. Ellett, Emory C. Camp and Carroll W. Glaser do hereby adopt and establish the following restrictions, to-wit:

1. No building or other structure shall be used, erected, or maintained on the premises for any business or commercial purpose whatsoever, except to sharpen saws.

385 | 116

2. No structure of any type shall be constructed, placed or altered on any tract until plans, specifications and location of the structure have been approved by the Property Improvement Committee (as herein constituted). The standards for approval for such structures will be compliance with these restrictions, and good quality of materials and workmanship. Structure as used herein shall be held to include residences and outbuildings. Trailerhouses and campers shall be permitted to be placed on the said tracts subject to the approval by the Property Improvement Committee.

3. The design, materials and workmanship in all buildings shall be in conformity with standards in common use with builders of good quality houses. No structure shall remain unfinished on the outside 180 days after construction begins. The ground floor area of all residences, exclusive of open porches and garages, shall not be less than 1000 square feet.

4. No noxious or offensive activity shall be carried on upon any tract or shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

5. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract, except dogs and cats, horses and cattle (not to exceed four of each category).

6. Toilet facilities of all residences shall be installed inside the residence and shall be connected, before use, with a septic tank, provided by the owner of said tract. Such sewage disposal system shall be in accordance with the requirement of the State Department of Health and shall be subject to the inspection and approval of the Health Office of Milam County, Texas. The drainage of septic tanks into a road, street, or any public ditch is prohibited.

7. The owners or occupants of all tracts in the above described property shall not permit the accumulation of garbage, junk cars or trucks, or other vehicles, or parts of vehicles, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any tract in Manor Oaks in observing the above requirements, or any of them, Seller may after having given due notice in writing to the owners of said tracts, without liability to the owner or occupant, in trespass or otherwise, enter upon said tract and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such

tract for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any tract in Manor Oaks to pay such statement immediately upon receipt thereof.

8. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any tract without the consent in writing of the Property Improvement Committee. The undersigned or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any tract without such consent and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

9. No boats, trailers, trucks, tractors, wagons or boat rigging shall ever be parked or placed (except temporarily) on the street.

10. Tract owners agree that no trees, within thirty (30) feet of the tract boundaries as described, shall be cut down or removed without the prior consent, in writing, of the Property Improvement Committee.

11. The Property Improvement Committee shall be composed initially of Robert L. Ellett, Emory C. Camp and Carroll W. Glaser. After fifty-five (55) percent of the tracts in the Manor Oaks have been conveyed by deed, the then owners may appoint a committee composed of three members owning tracts in Manor Oaks to replace the membership of the initial committee, or the membership of the initial committee may, in its discretion, before fifty-five (55) percent of the tracts have been conveyed by deed, appoint three members to replace them on the committee. Each owner shall be entitled to one vote for each tract to which he then holds record title.

12. After fifty-five (55) percent of the tracts in the complex have been conveyed by deed, then, either on their own motion, or in the event ten or more tract owners so request, the undersigned may arrange for the initial election of the members of a committee to replace those named herein. At any time after one year from the next preceding election, the committee for any election for the removal or replacement of committee members - either in its own discretion, or when so requested in writing by ten or more tract owners. The initial election or any subsequent election shall be governed by the following rules:

Written notice of such election, given by actual notice or by

shall be sent to the last known address of each addressee

at least two weeks prior to such election, shall be given to each of the then tract owners in Manor Oaks. Certification as to the mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be evidenced by written ballot and the ballot shall be retained for at least one year after such election. Election shall be by the majority vote of those owners then voting in such election. Vacancies occurring between elections may be filled by the remaining members of the committee.

13. The Property Improvement Committee shall have the following powers and functions:

A. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner in Manor Oaks).

B. Approve or reject plans and specifications for improvements to be erected in the Manor Oaks. All plans and specifications for improvements must be submitted to the committee for approval prior to the commencement of construction of any such improvement. If the committee fails to act within thirty days (30) after submission to it of plans and specifications, construction in accordance with these restrictions may begin.

14. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any tract in said Manor Oaks.

15. The restrictions and covenants herein set forth shall continue and be binding on Robert L. Ellett, Emory C. Camp and Carroll W. Glaser, their successors and assigns for a period of thirty (30) years from date this instrument is filed for record in the office of the County Clerk of Milam County, Texas, and shall automatically be executed thereafter for successive periods of ten (10) years unless the then owners of a majority of the tracts vote otherwise, such action to be evidenced by written instrument signed and acknowledged by the then owners of a majority of the tracts and recorded in the County Clerk's Office in Milam County, Texas.

Executed this 3rd day of May 1971.

Robert L. Ellett
Robert L. Ellett

Emory C. Camp
Emory C. Camp

Carroll W. Glaser
Carroll W. Glaser

THE STATE OF TEXAS ⓪
 ⓪
COUNTY OF MILAM ⓪

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Robert L. Ellett, 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.

Given under my hand and seal of office this 6th day of May, 1971.

Mable Nicholson
Notary Public in and for Milam County, Texas.

THE STATE OF TEXAS ⓪
 ⓪
COUNTY OF MILAM ⓪

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Emory C. Camp and Carroll W. Glaser, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 3rd day of May, 1971.

Margaret Bairfield
Notary Public in and for Milam County, Texas

EXHIBIT "A"

STATE OF TEXAS Q
COUNTY OF MILAM Q

All that certain tract or parcel of land, lying and being situated in Milam County, Texas, a part of the T. J. Chambers 2 League Grant, Abstract #7 and being a portion of the same land described in a deed dated March 12, 1970 and of record in Volume 374, page 139 of the Deed Records of said County and being more fully described to-wit:

BEGINNING at an iron pipe found for the most Western corner of this tract, same being in a fence in the South R.O.W. of old Highway #77 which is known as Farm Road #1712;
THENCE N. 20° 24' East along said R.O.W. fence to a point in the South edge of a 50 ft. road for the NW corner of this;
THENCE S. 44° East along said road a distance of 424 ft. for the NE corner of this;
THENCE S. 44° West a distance of 660 ft. to the SE corner of this;
THENCE N. 43° 47' West a distance of 161 feet to the place of beginning and containing 4.5373 acres of land.

The above described 4.5373 acres of land is labeled and designated Block B of Section 1 of Manor Caks.

MILAM COUNTY, CAMERON, TEXAS

FILED FOR RECORD 11:10. O'CLOCK ..A. M.,6..... DAY OF May.....
19 71.. RECORDED 2:47 O'CLOCK P. M.,6..... DAY OF May.....
19 71..

WAYNE B. WIESER, COUNTY CLERK
BY: *J. Helen [Signature]*, DEPUTY

THE STATE OF TEXAS
COUNTY OF MILAM

WHEREAS, Robert L. Ellett, Emory C. Camp and Carroll W. Glaser have heretofore purchased the following described tract of land, lying and being situated in Milam County, Texas:

A tract or parcel of land containing 56.00 acres of land, more or less, out of the T. J. Chambers 2 League Grant, to be more commonly known as Manor Oaks and being more particularly described by metes and bounds as follows:

See attached Exhibit "A"

WHEREAS, in connection with said property, Robert L. Ellett, Emory C. Camp, and Carroll W. Glaser desire that any and all property hereinafter conveyed shall be made subject to the following covenants, conditions, stipulations and restrictions;

For the purpose of creating and carrying out a uniform plan and the improvement and sale of the property described above the following restrictions upon the use of said property are hereby established and adopted, subject to the provisions hereof, shall be made a part of each and every contract and deed executed by or on behalf of Robert L. Ellett, Emory C. Camp, and Carroll W. Glaser, their successors and assigns, by appropriate reference to this instrument, and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each and every part of the above described property, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Robert L. Ellett, Emory C. Camp and Carroll W. Glaser and their successors and assigns and all subsequent purchasers of said property or any part thereof, and each such purchaser, by virtue of accepting a contract or deed covering such property, or any part thereof, shall be subject to and bound by such restrictions, covenants and conditions, and by terms of this instrument as hereinafter set forth.

Robert L. Ellett, Emory C. Camp and Carroll W. Glaser do hereby adopt and establish the following restrictions, to-wit:

1. No building or other structure shall be used, erected or maintained on the premises for any business or commercial purpose whatsoever.

2. No structure of any type shall be constructed, placed or altered on any tract until plans, specifications and location of the structure have been approved by the Property Improvement Committee (as herein constituted). The standards for approval for such structures will be compliance with these restrictions, and good quality of materials and workmanship. Structure as used herein shall be held to include residences and outbuildings. Trailerhouses and campers shall be permitted to be placed on the said tracts subject to the approval by the Property Improvement Committee.

3. The design, materials and workmanship in all buildings shall be in conformity with standards in common use with builders of good quality houses. No structure shall remain unfinished on the outside 180 days after construction begins. The ground floor area of all residences, exclusive of open porches and garages, shall be not less than 1000 square feet.

4. No noxious or offensive activity shall be carried on upon any tract or shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

5. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract, except dogs and cats, horses and cattle (not to exceed four of each category).

6. Toilet facilities of all residences shall be installed inside the residence and shall be connected, before use, with a septic tank, provided by the owner of said tract. Such sewage disposal system shall be in accordance with the requirement of the State Department of Health and shall be subject to the inspection and approval of the Health Office of Milam County, Texas. The drainage of septic tanks into a road, street, or any public ditch is prohibited.

7. The owners or occupants of all tracts in the above described property shall not permit the accumulation of garbage, junk cars or trucks, or other vehicles, or parts of vehicles, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any tract in Manor Oaks in observing the above requirements, or any of them, Seller may after having given due notice in writing to the owners of said tracts, without liability to the owner or occupant, in trespass or otherwise, enter upon said tract and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such

tract for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any tract in Manor Oaks to pay such statement immediately upon receipt thereof.

8. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any tract without the consent in writing of the Property Improvement Committee. The undersigned or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any tract without such consent and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

9. No boats, trailers, trucks, tractors, wagons or boat rigging shall ever be parked or placed (except temporarily) on the street.

10. Tract owners agree that no trees, within thirty (30) feet of the tract boundaries as described, shall be cut down or removed without the prior consent, in writing, of the Property Improvement Committee.

11. The Property Improvement Committee shall be composed initially of Robert L. Ellett, Emory C. Camp and Carroll W. Glaser. After fifty-five (55) percent of the tracts in the Manor Oaks have been conveyed by deed, the then owners may appoint a committee composed of three members owning tracts in Manor Oaks to replace the membership of the initial committee, or the membership of the initial committee may, in its discretion, before fifty-five (55) percent of the tracts have been conveyed by deed, appoint three members to replace them on the committee. Each owner shall be entitled to one vote for each tract to which he then holds record title.

12. After fifty-five (55) percent of the tracts in the complex have been conveyed by deed, then, either on their own motion, or in the event ten or more tract owners so request, the undersigned may arrange for the initial election of the members of a committee to replace those named herein. At any time after one year from the next preceding election, the committee for any election for the removal or replacement of committee members - either in its own discretion, or when so requested in writing by ten or more tract owners. The initial election or any subsequent election shall be governed by the following rules:

Written notice of such election, given by actual notice or by
to the last known address of each addressee

at least two weeks prior to such election, shall be given to each of the then tract owners in Manor Oaks. Certification as to the mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be evidenced by written ballot and the ballot shall be retained for at least one year after such election. Election shall be by the majority vote of those owners then voting in such election. Vacancies occurring between elections may be filled by the remaining members of the committee.

13. The Property Improvement Committee shall have the following powers and functions:

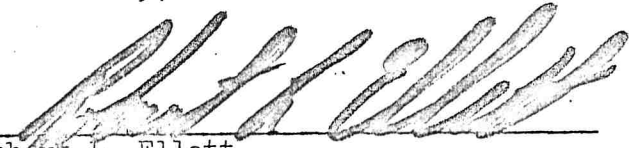
A. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner in Manor Oaks).

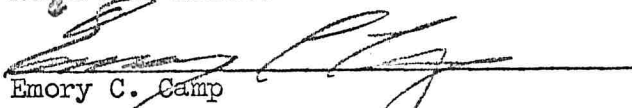
B. Approve or reject plans and specifications for improvements to be erected in the Manor Oaks. All plans and specifications for improvements must be submitted to the committee for approval prior to the commencement of construction of any such improvement. If the committee fails to act within thirty days (30) after submission to it of plans and specifications, construction in accordance with these restrictions may begin.

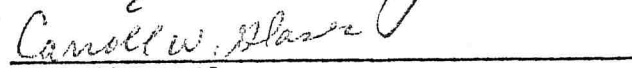
14. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any tract in said Manor Oaks.

15. The restrictions and covenants herein set forth shall continue and be binding on Robert L. Ellett, Emory C. Camp and Carroll W. Glaser, their successors and assigns for a period of thirty (30) years from date this instrument is filed for record in the office of the County Clerk of Milam County, Texas, and shall automatically be executed thereafter for successive periods of ten (10) years unless the then owners of a majority of the tracts vote otherwise, such action to be evidenced by written instrument signed and acknowledged by the then owners of a majority of the tracts and recorded in the County Clerk's Office in Milam County, Texas.

Executed this 3rd day of May 1971.


Robert L. Ellett

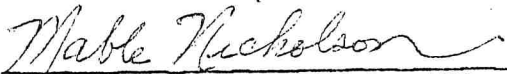

Emory C. Camp


Carroll W. Glaser

THE STATE OF TEXAS |
 |
COUNTY OF MILAM |

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Robert L. Ellett, 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.

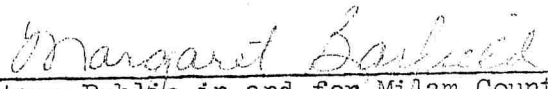
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of May, 1971.


Notary Public in and for Milam County, Texas

THE STATE OF TEXAS |
 |
COUNTY OF MILAM |

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Emory C. Camp and Carroll W. Glaser, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of May, 1971.


Notary Public in and for Milam County, Texas

THE STATE OF TEXAS

COUNTY OF MILAM

All that certain tract or parcel of land, lying and being situated in Milam County, Texas, a part of the T. J. Chambers, 2 League Grant, Abstract #7, and being a portion of the same land described in a deed dated March 12, 1970 and of record in Volume 374, page 139 of the Deed Records of Milam County, Texas, and being more fully described to-wit:

BEGINNING at a point 161 feet S. 43° 47' East from an iron pipe found for the most Western corner of the tract described in Volume 374, page 139 of the Deed Records of Milam County, Texas, said iron pipe being in a fence in the South R.O.W. of Old Highway #77 which is known as Farm Road #1712;
THENCE N. 44° East 660 ft. to the South edge of a 50 foot road for the NW corner of this;
THENCE S. 44° East along said road a distance of 3696 feet, same point being in the North R.O.W. of County Road, according to deed records, County of Milam, Volume 162, page 506 for the NE corner of this;
THENCE South 44° West a distance of 660 feet along a down fence, same being North R.O.W. of said County Road, to an iron pipe beginning the most Southern corner of this tract;
THENCE N. 43° 47' West a distance of 3696 feet along property line fence to the place of beginning and containing 56 acres of land.

The above described 56 acres of land is labeled and designated as Block A, Section 1 of Manor Oaks.

MILAM COUNTY, CAMERON, TEXAS

FILED FOR RECORD 11:10. 0'CLOCK ..a. M.,6..... DAY OF May.....
19 71.. RECORDED 2:53 0'CLOCK ..p. M.,6..... DAY OF May.....
19 71..

WAYNE B. WIESER, COUNTY CLERK
BY: J. Helen H. Hoyer, DEPUTY

Copy

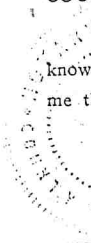
396/278

396/278

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF *Milam*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared *William G. Sula, Emory C. Camp, and Carroll W. Glaser* known to me to be the person whose name *s are* subscribed to the foregoing instrument, and acknowledged to me that *they* executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the *19th* day of *February* A. D. 19 *72*.

(L. S.)

William G. Sula
Notary Public in and for *Milam* County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

MILAM COUNTY, CAMERON, TEXAS

FILED FOR RECORD *4:00* O'CLOCK *P.M.*, *22* DAY OF *February*
19 *72* RECORDED *3:40* O'CLOCK *P.M.*, *23* DAY OF *February*
19 *72*

WAYNE B. WIESER, COUNTY CLERK

BY: *Kathleen Hefft*, DEPUTY

THE STATE OF TEXAS
COUNTY OF MILAM

5630

WHEREAS, Robert L. Ellett, Emory C. Camp, and Carroll W. Glaser have heretofore purchased the entire following described tract of land, lying and being situated in Milam County, Texas, and heretofore have sold a part of the following described tract of land to William G. Sula and wife, Laura M. Sula and all of said above owners names are affixed to this instrument, said tract of land more particularly described as follows:

A tract or parcel of land containing 52.20 acres of land, more or less, out of the T. J. Chambers 2 League Grant, to be more commonly known as Manor Oaks and being more particularly described by metes and bounds as follows:

See attached Exhibit "A"

WHEREAS, in connection with said property, Robert L. Ellett, Emory C. Camp, Carroll W. Glaser, William G. Sula and wife, Laura M. Sula desire that any and all property hereinafter conveyed shall be made subject to the following covenants, conditions, stipulations and restrictions:

For the purpose of creating and carrying out a uniform plan and the improvement and sale of the property described above the following restrictions upon the use of said property are hereby established and adopted, subject to the provisions hereof, shall be made a part of each and every contract and deed executed by or on behalf of Robert L. Ellett, Emory C. Camp, Carroll W. Glaser, William G. Sula and wife, Laura M. Sula, their successors and assigns, by appropriate reference to this instrument, and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each and every part of the above described property, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Robert L. Ellett, Emory C. Camp, Carroll W. Glaser, William G. Sula and wife, Laura M. Sula and their successors and assigns and all subsequent purchasers of said property or any part thereof, and each such purchaser; by virtue of accepting a contract or deed covering such property, or any part thereof, shall be subject to and bound by such restrictions, covenants and conditions, and by the terms of this instrument as hereinafter set forth.

Robert L. Ellett, Emory C. Camp, Carroll W. Glaser, William G. Sula and wife, Laura M. Sula do hereby adopt and establish the following restrictions to-wit:

tract for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any tract in Manor Oaks to pay such statement immediately upon receipt thereof.

8. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any tract without the consent in writing of the Property Improvement Committee. The undersigned or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any tract without such consent and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

9. No boats, trailers, trucks, tractors, wagons or boat rigging shall ever be parked or placed (except temporarily) on the street.

10. Tract owners agree that no trees, within thirty (30) feet of the tract boundaries as described, shall be cut down or removed without the prior consent, in writing, of the Property Improvement Committee.

11. The Property Improvement Committee shall be composed initially of Robert L. Ellett, Emory C. Camp and Carroll W. Glaser. After fifty-five (55) percent of the tracts in the Manor Oaks have been conveyed by deed, the then owners may appoint a committee composed of three members owning tracts in Manor Oaks to replace the membership of the initial committee, or the membership of the initial committee may, in its discretion, before fifty-five (55) percent of the tracts have been conveyed by deed, appoint three members to replace them on the committee. Each owner shall be entitled to one vote for each tract to which he then holds record title.

12. After fifty-five (55) percent of the tracts in the complex have been conveyed by deed, then, either on their own motion, or in the event ten or more tract owners so request, the undersigned may arrange for the initial election of the members of a committee to replace those named herein. At any time after one year from the next preceding election, the committee for any election for the removal or replacement of committee members - either in its own discretion, or when so requested in writing by ten or more tract owners. The initial election or any subsequent election shall be governed by the following rules:

Written notice of such election, given by actual notice or by addressing such notice by mail to the last known address of each addressee

~~1.~~ No building or other structure shall be used, erected or maintained on the premises for any business or commercial purpose whatsoever.

2. No structure of any type shall be constructed, placed or altered on any tract until plans, specifications and location of the structure have been approved by the Property Improvement Committee (as herein constituted). The standards for approval for such structures will be compliance with these restrictions, and good quality of materials and workmanship. Structure as used herein shall be held to include residences and outbuildings. Trailerhouses and campers shall be permitted to be placed on the said tracts subject to the approval by the Property Improvement Committee.

3. The design, materials and workmanship in all buildings shall be in conformity with standards in common use with builders of good quality houses. No structure shall remain unfinished on the outside 180 days after construction begins. The ground floor area of all residences, exclusive of open porches and garages, shall be not less than 1000 square feet.

4. No noxious or offensive activity shall be carried on upon any tract or shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

5. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract, except dogs and cats, horses and cattle (not to exceed four of each category).

6. Toilet facilities of all residences shall be installed inside the residence and shall be connected, before use, with a septic tank, provided by the owner of said tract. Such sewage disposal system shall be in accordance with the requirement of the State Department of Health and shall be subject to the inspection and approval of the Health Office of Milam County, Texas. The drainage of septic tanks into a road, street, or any public ditch is prohibited.

7. The owners or occupants of all tracts in the above described property shall not permit the accumulation of garbage, junk cars or trucks, or other vehicles, or parts of vehicles, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any tract in Manor Oaks in observing the above requirements, or any of them, Seller may after having given due notice in writing to the owners of said tracts, without liability to the owner or occupant, in trespass or otherwise, enter upon said tract and remove therefrom to be removed, such garbage, trash, rubbish, etc., as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such

at least two weeks prior to such election, shall be given to each of the then tract owners in Manor Oaks. Certifications as to the mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be evidenced by written ballot and the ballot shall be retained for at least one year after such election. Vacancies occurring between elections may be filled by the remaining members of the committee.

13. The Property Improvement Committee shall have the following powers and functions:

A. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner in Manor Oaks).

B. Approve or reject plans and specifications for improvements to be erected in the Manor Oaks. All plans and specifications for improvements must be submitted to the committee for approval prior to the commencement of construction of any such improvement. If the committee fails to act within thirty day (30) after submission to it of plans and specifications, construction in accordance with these restrictions may begin.

14. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation of proposed violation or to recover damages. Such enforcement may be by the owner of any tract in said Manor Oaks.

15. The restrictions and covenants herein set forth shall continue and be binding on Robert L. Ellett, Emory C. Camp, Carroll W. Glaser, William G. Sula and wife, Laura M. Sula, their successors and assigns for a period of thirty (30) years from date this instrument is filed for record in the office of the County Clerk of Milam County, Texas, and shall automatically be executed the after for successive periods of ten (10) years unless the then owners of a major of the tracts vote otherwise, such action to be evidenced by written instrument signed and acknowledged by the then owners of a majority of the tracts and recorded in the County Clerk's Office in Milam County, Texas.

Executed this 18th day of February 1972.

Robert L. Ellett
Robert L. Ellett

Emory C. Camp
Emory C. Camp

Carroll W. Glaser
Carroll W. Glaser

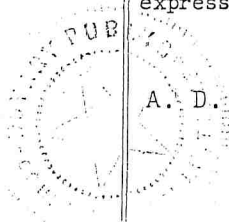
William G. Sula
William G. Sula

Laura M. Sula
Laura M. Sula

THE STATE OF TEXAS ∅
 ∅
COUNTY OF MILAM ∅

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Robert L. Ellett, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of February A. D., 1972.



Dillie M. McCoy
Notary Public in and for Milam County, Texas

THE STATE OF TEXAS ∅
 ∅
COUNTY OF MILAM ∅

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Emory C. Camp and Carroll W. Glaser, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of February 1972.



Margaret Barbic
Notary Public in and for Milam County, Texas

THE STATE OF TEXAS ⊡
 ⊡
COUNTY OF MILAM ⊡

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared William G. Sula, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of February A. D., 1972.

Margaret Barfield
Notary Public in and for Milam County, Texas

THE STATE OF TEXAS ⊡
 ⊡
COUNTY OF MILAM ⊡

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Laura M. Sula, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of February A. D., 1972.

Margaret Barfield
Notary Public in and for Milam County, Texas

Exhibit "A"

THE STATE OF TEXAS
COUNTY OF MILAM

All that certain tract or parcel of land, lying and being situated in Milam County, Texas, a part of the T. J. Chambers 2 League Grant, Abstract Number 7, and being a portion of the same land described in the deed dated March 12, 1970, and of record in Volume 374, page 139 of the Deed Records of Milam County, Texas, and being more fully described, to-wit:

Beginning at a point 1878.33 feet S. 44° 28' E from an iron pipe found for the most Northwestern corner of the tract described in Volume 374, page 139 of the Deed Records of Milam County, Texas, said iron pipe being in a fence in the South R.O.W. of Old Highway #77 which is known as Farm Road #1712;
THENCE N. 45° 30' E a distance of 447.06 feet along existing fence to an iron pipe set at corner of property line;
THENCE S 44° 38' E a distance of 1488.85 feet along property line to an iron pipe set at corner;
THENCE S 45° 35' W a distance of 584.459 feet along property line to an iron pipe set at corner;
THENCE S 44° 15' E a distance of 1,008.67 feet along property line to an iron pipe set at corner, same point of being the North R.O.W. of County Road according to Deed Records, County of Milam, Volume 162, page 506;
THENCE S 44° 10' W a distance of 580.50 feet to the North edge of a 50 foot county road for the SE corner of this;
THENCE N 44° W a distance of 2462.67 feet to the SW corner of this;
THENCE N 45° 50' E a distance of 1130 feet to the place of beginning and containing 52.20 acres of land.

The above described 52.20 acres of land is labeled and designated as Blocks E and F, Section 1 of Manor Oaks.

MILAM COUNTY, CAMERON, TEXAS

FILED FOR RECORD. 4:00 O'CLOCK P.M., 22 DAY OF February
19.72. RECORDED. 3:48 O'CLOCK P.M., 23 DAY OF February
19.72.

WAYNE B. WIESER, COUNTY CLERK
BY: Kathleen Hefft, DEPUTY