

THE STATE OF TEXAS
COUNTY OF MILAM

8432

WHEREAS, Richard Thrasher has heretofore purchased the following described tract of land, lying and being situated in Milam County, Texas:

A tract or parcel of land containing 94.82 acres of land, more or less, and being more particularly described as follows:

Attached hereto is "Exhibit A" to which reference is here made for all purposes.

WHEREAS, in connection with said property, Richard Thrasher desires 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 part of each and every contract and deed executed by or on behalf of Richard Thrasher, his successors and assigns, by appropriate reference to this instrument, and same shall be considered a part of 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 Richard Thrasher and his 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.

Richard Thrasher does hereby adopt and establish the following restrictions, to-wit:

1. No building or other structure shall be used, erected or maintained for the purpose of on-premises sale of beer, wine or other alcoholic beverages.

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.

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 commercial livestock, poultry, or domestic animal operation will be allowed to operate on any tract.

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 neighborhood 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 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 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 except for those tracts fronting on U.S. Highway #77 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 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 road.

10. No more than one (1) mobile home will be allowed to be situated on any tract. Any mobile home so situated on a tract within the subdivision must be underpinned within thirty (30) days after being placed on said property.

11. The Property Improvement Committee shall be composed initially of Richard Thrasher. After fifty-five (55) per cent of the tracts have been conveyed by deed, the then owners may appoint a committee composed of three members owning tracts to replace the membership of the initial committee, or the membership of the initial committee may, in its discretion, before fifty-five (55%) per cent 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%) per cent 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, may elect a new committee. 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 at least two weeks prior to such election, shall be given to each of the then tract owners. 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).

B. Approve or reject plans and specifications for improvements to be erected. 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 (30) days 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

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either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any tract.

15. The restrictions and covenants herein set forth shall continue and be binding on Richard Thrasher, his 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 the 19th day of March, A. D., 1984.


RICHARD THRASHER

THE STATE OF TEXAS

COUNTY OF MILAM

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Richard Thrasher, 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 the 19th day of March, A. D., 1984.

My commission expires:

7-31-84


Notary Public, State of Texas
Notary's printed name: Emory C. Camp

ALL THAT CERTAIN tract or parcel of land lying and being situated in Milam County, Texas, a part of the T. J. Chambers Survey A-7, and being a part of a tract described as 100 acres in a deed from Robert Caywood and Annie Caywood to Kate Casparis dated April 29, 1910 and of record in Volume 91, Page 139 of the Deed Records of Milam County and being described in two tracts as follows:

TRACT 1 being that portion of the said 100 acre tract lying West of U.S. Highway #77 and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel pin at a corner post found to be the West corner of the said 100 acre tract for the West corner of the herein described tract;

THENCE with the Northwest line of the 100 acre tract as now fenced North 43° 59' East 482.52 feet to a steel corner post in the West Right of Way line of Highway #77 for the North corner hereof;

THENCE with the said R. O. W. South 02° 24' West 668.21 feet to a 1/2 inch steel pin set in the Southwest line of the 100 acre tract for the South corner hereof;

THENCE with the Southwest line of the 100 acre tract North 43° 47' West 443.83 feet to the POINT OF BEGINNING and containing 2.46 acres.

TRACT 2 being that portion of the said 100 acre tract lying East of U. S. Highway #77 and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel pin set at a corner post at the South corner of the 100 acre tract for the South corner of the herein described tract;

THENCE with the Southwest line of the 100 acre tract as now fenced North 45° 32' West 586.56 feet to a 1/2 inch iron pipe found at a corner post for an angle point;

THENCE continuing with the Southwest line of the 100 acre tract North 43° 47' West 1563.58 feet to a 1/2 inch steel pin set in the East Right of Way line of Highway #77 for the Southwest corner hereof;

THENCE with the said R. O. W. North 02° 24' East 1080.67 feet to a steel corner post in the Northwest line of the 100 acre tract for the Northwest corner hereof;

THENCE with the Northwest line of the 100 acre tract as now fenced North 43° 48' East 735.85 feet to a 1/2 inch steel pin set for the North corner of the 100 acre tract and the North corner hereof;

THENCE with the Northeast line of the 100 acre tract South 45° 00' East 2530.42 feet to a 1/2 inch steel pin set at a corner post for an angle point;

THENCE continuing with the Northeast line of the 100 acre tract as now fenced South 43° 02' East 317.77 feet to the East corner of the 100 acre tract and the East corner hereof from which a double oak bears North 43° 02' West 5.25 feet;

THENCE with the Southeast line of the 100 acre tract as now fenced South 43° 12' West 1548.76 feet to the POINT OF BEGINNING and containing 94.82 acres.

9:30 a
28 March 24
Dorothy Glaser

STATE OF TEXAS }
COUNTY OF MILAM }

I, WILLIE MAE WIESER, Clerk of the County Court of Milam County, Texas, do hereby certify that the foregoing instrument of writing was duly recorded this 28 day of March, A.D. 1924, at 2:00 o'clock P.M. in the Official Records of said County, in Volume 509, Page 118.

Witness my hand and seal of the County Court of Said County at Office in Cameron on the day of the year last above written:

By Dorothy Glaser Deputy

WILLIE MAE WIESER
Clerk, County Court, Milam County, Texas