

## R E S T R I C T I O N S

### I.

All lots or acres shall be known, described and used as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached, single family dwelling not to exceed two and one-half stories in height, a private garage and any other out building as approved by Andy M. Young.

### II.

Any detached building, garage, carport, shed, barn, structure, or addition of the residence must be of new material and architectural design as the principal residence. Any variation from this restriction must have the advance written approval of Andy M. Young.

### III.

No building shall hereafter be located nearer than thirty (30) feet to the front lot line or to any side street line, and no building shall be located nearer than thirty (30) feet to the side or interior lot line, provided that where a single tract or parcel of property subject to these restrictions comprised of more than one of the lots, subject hereto shall be used as a single building site, then such side lot line shall be considered to be the exterior property line of such tract or parcel of land, and the same may be considered by the owner or owners thereof as a single building site. This side lot line set-back re-restriction shall not apply to a detached garage or other out buildings located eighty (80) feet or more from the front line, but such detached garage or other building shall not be nearer than thirty (30) feet to the side lot line.

### IV.

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any lot without the consent of Andy M. Young; provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot on building site, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale, rent or lease the lot or the building located thereon.

V.

No trailer, tent, garage, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VI.

No swine of any kind shall be kept on any lot, nor shall the same be staked, pastured or kept on any vacant lot. Livestock is limited to one animal per acre.

VII.

No trash, garbage, ashes, waste or refuse shall be thrown dumped

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MILAM COUNTY TEXAS

Restrictions continued

or permitted to remain on any street or lot. Trash may be burned in metal barrels.

VIII.

No single family dwelling erected on any lot shall contain less than sixteen hundred fifty (1650) square feet, exclusive of the area in open porches and garages.

IX.

If any owner of any of the above described lots or any part or parts thereof shall violate any of the covenants, restrictions, or reservations herein, it shall be lawful for any other owner of any of said lots or combinations or parts thereof in said subdivision to prosecute any proceedings at law or in equity against the owner who or which may be violating or attempting to violate any such covenant, restriction or reservation, either to prevent him or it from so doing, or to recover damages or other dues for such violation, or both.

Invalidity. abandonment or waiver of any one of these covenants restrictions or reservations shall in no wise affect any of the other restrictions. covenants and reservations. which shall remain in full force and effect.

XI.

Any violation of any of the restrictions. covenants or reservations contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the said property at the time the restrictions may be violated.

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Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the 5th day of June, A. D. 2000.



Alan Wade Vaculin  
Alan Wade Vaculin

Roseleen Vaculin  
Roseleen Vaculin

THE STATE OF TEXAS, ( )

COUNTY OF ( )

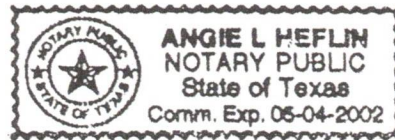
THIS instrument was acknowledged before me,  
on this the 6 day of June, 2000, by Alan Wade Vaculin.

Angie L Heflin  
Notary Public, State of Texas.

Notary's Name (Printed):

My commission expires:

5-4-2002



THE STATE OF TEXAS, ( )

COUNTY ( )

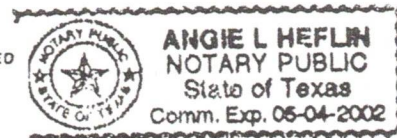
THIS instrument was acknowledged before me,  
on this the 6 day of June, 2000, by Roseleen Vaculin.

Angie L Heflin  
Notary Public, State of Texas.

Notary's Name (Printed):

My commission expires:

5-4-2002



NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED  
12:15 O'CLOCK P M  
E 14 DAY OF June  
5-2000

STATE OF TEXAS  
COUNTY OF MILAM

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.



La Verne Soefje  
County Clerk, Milam County, Texas

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RECORDED 6-14-00 5:00 PM

BY Joan Pratt

La Verne Soefje

CLERK, MILAM COUNTY, TEXAS

Joan Pratt  
DEPUTY

12:15

JOAN PRATT

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