

# | INSTANCE | INSTANCE

Being a 36.68 acre tract of land in the Juan Jose Acosta Survey, Abstract No. 1, Milam County, Texas and being a part of that certain called 237.38 acre tract of land designated Tract 2 in a deed to Barry E. Parker recorded in Volume 1346, Page 271 of the Official Records of Milam County, Texas. Said 36.68 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with red cap stamped "TRIAD 5952" at a 6" wood fence corner post at the northwest corner of a called 6.000 acre tract of land to Angelene Raines, et vir. by deed recorded in instrument No. 2019-2827 (ORMCT), located in the curving south right-of-way line of F.M.

THENCE along the west line of sold 5.000 acre tract, South 05 degrees 53 minutes 21 seconds West, a distance of 516.30 feet to a found  $1/2^{\circ}$  iron rod with red cap stamped "TRIAD 5952" at a 6" wood fence corner post;

THENCE along the south line of sold 6.000 acre tract, South 71 degrees 18 minutes 42 seconds East, a distance of 313.58 feet to a found 1/2" iron rod at a 6" wood fence corner post in the east line of sold 237.38 acre tract. same being the west line of a called 45.43 acre tract of land designated SECOND TRACT to Elvera E. "Mike" Newton (812/687 ORMCT);

THENCE along the east line of said 237.38 acre tract, same being the west line of said 45.43 acre tract, South 18 degrees 53 minutes 30 seconds West, a distance of 1509.35 feet to a found 1/2" iron rod with red cap stamped "TRIAD 5952" at the northeast corner of Tract 12, a called 3.260 acre tract of India Tel Camino Real Estates per plat recorded in Cabinet A, Slide 184—A&B of the Plat Records of Milam County, Texas;

THENCE along a north line of said El Camino Real Estates, North 83 degrees 13 minutes 41 seconds West, a distance of 656.59 feet to a found 1/2" from rod with red cap stamped "TRIAD 5952", located in the east right—of—way;

THENCE along the east right-of-way line of Apache Trail, North 05 degrees 46 minutes 34 seconds East, a distance of 1874:10 feet to a found 1/2" iron rad with red cap stamped "TRIAD 5952" at a 6"wood fence corner post located in the curving south right-of-way line of F. M. 908;

THENCE along the south right-of-way line of F. M. 908, along a curve to the right having a radius of 1377.70 feet, an arc length of 725.41 feet, a delta angle of 30 degrees 10 minutes 06 seconds, and a chard bearing and distance of North 73 degrees 33 minutes 49 seconds East, 717.05 feet to the POINT OF BEGINNING, containing 36.68 acres of land.

All bearings shown hereon are referenced to Geodetic North.

I, Don Randall, Hughes, do hereby certify that this plot correctly represents a survey made on the gradind under my direction and supervision on July 7, 2021.

Don Randall Hughes Registered Professional Land Surveyor No. 5345

#### NOTES

- 1) This plat establishes 13 tracts, totaling 35,81 acres.
- 2) This plat dedicates Indian Circle, a 50 foot wide, 0.87 acre right—of—way.
- 3) Name and Address of Owner/Developer: Barry E. Parker, 6370 North FM 908, Rockdale, TX 76567
- 4) This subdivision lies within the Thorndale Independent School District.
- 5) In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any tract within this subdivision shall be permitted access anto a publicly dedicated roadway unless (a) approved by the Commissioner in whose Precinct this plotted subdivision is located in Milam County, Texas, (b) the driveway satisfies the minimum spacing for driveways set forth in Section 7.4 and 7.5 of the Milam County Subdivision Regulations.
- No structure within this subdivision shall be occupied until connected to an individual water supply
  of State approved community water system.
- No structure within this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system that has been approved and permitted by Milarn County, Texas.
- No construction or development within this subdivision may begin until all Millam County Subdivision and Development Regulations have been satisfied.
- 9) There is a 15' wide utility easement along the front and sides of each tract.
- 10) Deed restrictions are to be established by separate instrument.

#### OWNER'S CERTIFICATE

I, BARRY E, PARKER, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS BEING A PART OF THAT CERTAIN CALLED 237.38 ACRE TRACT OF LAND DESIGNATED AS TRACT 2 DESCRIBED IN A DEED TO BARRY E. PARKER, RECORDED IN VOLUME 1346, PAGE 271 OF THE OFFICIAL RECORDS OF MILMA CONDITY, TEXAS, AND ATTEST THAT THE THIRTEEN (13) TRACTS MEET ALL FINAL PLAT SUBDIVISION CONDITIONS AND REQUIREMENTS.



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED, BARRY E. PARKER, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE THIS 14th DAY OF JULY

KOLTHELINE M. CLEDED POV NOTATE OF TEXAS April 26,2626 MY COMMISSION EXPIRES



IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF MILAM COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, STREETS, AND PUBLIC THOROUGHFARES SHALL BE THE RESPONSIBILITY OF THE TRACT OF LAND COVERED BY THIS PLAT, AND SAID COURT ASSUMES NO RESPONSIBILITY FOR ANY ROADS, STREETS, AND PUBLIC THOROUGHFARES, OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREOF.

HENRY "HUB" AUBHIK, PRECINCT #1

DONALD SHUFFBLO, ERECINCT #2

ART NEAL, PRECINCT #3

JEFF MUEGGE PRECINCT #3

STEVE YOUNG, MILAM COUNTY JUDGE

PLAT CABINET \_\_\_\_\_

SLIDE \_\_\_\_







## EL CAMINO REAL ESTATES — PHASE 2



### Hughes Surveying

as Board of Professional Engineers and Land Surveyors, Firm Number 10055300

P. O. BOX 1135 212 N. CENTRAL AVENUE CAMERON, TEXAS 76520 PHONE (254) 697–3646 FAX (254) 697–8776

DATE: 7-07-21				
Proj. No.	6791			
Drn. By	LEM			
Scale:	C-1383			
Dwg No.	1"=200'			
SHT. 1	OF 1			

## El Camino Real Estates, Phase II Restrictions Use and Development Restrictions

Whereas, San Gabriel Properties, LLC, a Texas limited liability company is the owner of the following described tract of land lying and being situated in Milam County, Texas, to wit:

Being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Whereas, San Gabriel Properties, LLC, intends to oversee the development of this property to serve for the maximum benefit and pleasure of the owners of tracts and homes in the area to which referred, and intend to maintain the property values thereof, and do thereby set forth these restrictive covenants regarding the use of said land.

For the purpose of creating and carrying out a uniform plan and improvement and sale of the Property described above the following restriction 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 and on behalf of San Gabriel Properties, LLC, its 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 are 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 San Gabriel Properties, LLC and its successors and assigns and all subsequent purchasers of said Property or any part thereof, and each 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.

Now, therefore, know all men by these presents: That San Gabriel Properties, LLC, (hereinafter referred to as "Grantor") hereby makes and files the following restrictions regarding the use of the tracts located in the El Camino Real Subdivision, Phase II as shown by the plat of record attached hereto as Exhibit "B".

#### 1) **RESTRICTIONS**:

a) <u>Single Family Residential Use.</u> The residence will be site built on a slab. The exterior materials used on the residential structure shall be 100% Brick, stone, false stone, stucco or other masonry or a combination thereof, excluding cinder blocks, on the front walls and side walls with optional hardy plank, painted wood or similar material used on the back wall if not constructed with the same material as the front and sides. No Double or

single wide manufactured houses, mobile homes, prefabricated or modular homes (hereinafter collectively referred to as the "Prohibited structures" whether one or more) are allowed. Construction of any residence must include landscaping. All residences must have central HVAC and no HVAC window units are allowed. All Residences must have minimum of 1,400 square feet of air-conditioned and livable space. No structure shall remain unfinished on the outside 365 days after construction begins. At all times, open areas must be mowed or grazed and maintained in a neat and clean appearance. It is prohibited to live in a recreational vehicle, camper, trailer, tent, shack or playhouse except it is allowed to live in a recreational vehicle or camper for one (1) year while the site residence is being constructed. Only (1) single-family residence per tract is allowed.

- b) **Additions/Improvement.** No ancillary building(s) i.e. workshops, storage buildings or similar structures, as described herein shall be allowed to be constructed or placed on a lot prior to the primary residence being constructed on the lot. All additions or improvements, when allowed, including personal workshops and/or storage buildings, must be situated on the property in accordance with the setback lines. The appearance and placement of the additions or improvements must be similar in quality and appearance to the original material of the primary residence provided that if personal workshop, storage building or any other structure (hereinafter collectively referred to as the "ancillary structure" whether one or more") is constructed on a lot and that ancillary structure has an area on the ground greater than 500 square feet, it must be constructed on a concrete slab foundation and the exterior of said ancillary structure must be either all metal or a material similar in color, texture, design, quality and appearance to that used on the exterior of the primary residence located or to be located on the lot. If the ancillary structure allowed to be constructed on a lot under the Subdivision Restrictions of El Camino Real Estates, Phase I Subdivision has an area on the ground of 500 square feet or less, the exterior of the ancillary structure cannot be metal and must be similar in color, texture, design, quality and appearance to the original material used on the exterior of the primary residence located on the lot or to be located on the lot.
- c) <u>Setbacks</u>. No structure shall be located within 50 feet of the boundary of any tract that is adjacent to any road in the subdivision and within 15 feet of any other boundary line of any Tract.
- Mo Subdivision of Lots. The property shall not be subdivided into lots and shall remain one lot during the term of the Restrictions. Furthermore, no easements may be granted and no condominium regimes may be created without Grantor's consent. On any unsold lot, Grantor retains the right to replat the property at a later date. Grantor, its successors and/or assigns

may remove or modify the restrictions in 1(b) at a later date but has no obligation to do so.

No Commercial Breeding\Pets. No swine, Ratites (ostrich, emus, and the like) of any kind shall be raised, bred or kept on the Property. In addition, no high-density animal operations of any kind are allowed. Lot 36 may have only three (3) cows, or three (3) horses, or three (3) donkeys, or five (5) goats or five (5) lambs at one time to prevent soil erosion. Any breeding will be accomplished through artificial insemination or offsite natural cover. Any offspring of the existing animals can remain on Lot 36 till weaning at which time the number of animals will revert back to either three (3) or five (5) depending on which animals are present. No free-range chickens are allowed on any lot, however a well maintained and structurally sound chicken house, for personal use, no larger than 10' x 10' can be built as long as it structurally sound and well maintained.

Common domestic pets can be kept on the tracts, however, dogs must be on a leash or confined within a sound and well maintained fenced area at all times. Free range cats will not be tolerated. No kennels or commercial breeding will be tolerated or permitted.

- Prohibition of Offensive or Commercial Uses. There shall be no commercial activity on the Property and no activity on the Property that may become an annoyance or nuisance to the surrounding property owners or interfere with the quiet enjoyment of the owners of the surrounding properties. Noise volume may not exceed 85 decibels at any time. The Property is not to be used as a dumping, salvage, or storage area with metal, cars, equipment etc. scattered all around the property. There shall be no dumping of trash, refuse, or items that are viewed as an annoyance to the surrounding property owners. Such prohibition on dumping, salvage and storage is not exhaustive and is meant by way of example. Any objects that are in plain sight on the property must be in good working condition and in regular use by the owner.
- g) <u>Safety</u>. Grantee represents and warrants that they, or a person who is expected to reside at the Property, have not been found guilty of a violent crime or are on the Texas Public Sex Offender Registry or other state or Federal criminal registry. Furthermore, grantee, represents and warrants that they will not rent, lease, sell or allow to reside on the Property, a person who has been found guilty of a violent crime or is on the Texas Public Sex Offender registry or other state or Federal criminal registry.
- h) <u>Sanitation</u>. 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 the Health Office of Milam County, Texas. The drainage of septic tanks into a road, street, or any public ditch is prohibited.

- i) Refuge\Trash: The owners or occupants of all tracts in the above described property shall not permit the accumulation of garbage, junk cars and trucks, or other vehicles, or parts of vehicles, trash or rubbish of any kind thereon. No hazardous material will be used or stored on any tract. 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, Parker, San Gabriel Properties, LLC, or the Property Improvement Committee set forth in 2.d. below, 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.
- 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.
- k) <u>Parking on Streets:</u> No boat(s), trailer(s), automobile(s), truck(s), tractor(s), wagon(s) or boat rigging(s) shall ever be parked or placed (except temporarily) on the streets or on the shoulders of the streets in the subdivision.
- Reservations: (1) Fifteen foot (15') wide utility easements along the entire length of all the boundary lines of each tract are hereby reserved, ratified and granted by all purchasers\owners of each tract. While these easements are not shown on the final plat of the subdivision attached hereto as Exhibit "B" because of space requirements on the plat, said easements none the less are still reserved, ratified and agreed to by each tract owner. Not only does this provision provide a set back for building purposes, it also provides a space for utilities as needed. For example, Bartlett Electric Cooperative requires a fifteen (15) foot easement on the tract owner's side of the property line or lines to build the electric lines necessary to provide electrical service to each lot. (2) Each lot purchaser understands and agrees that the existing use of the

land in this subdivision is for agricultural purposes, namely ranching. Purchaser understands and agrees that Grantor or Grantor's designee shall have the right to continue to graze cattle on each Purchaser's lot until such time as a suitable fence is placed around the lot.

- m) <u>Culvert Requirement:</u> Before commencing the construction of the foundation of any residence or other structure on any lot, a culvert meeting county and/or county precinct specifications and requirements will be constructed at the entrance of each lot, i.e., at the point the driveway into the lot intersects the road in front of each lot. Once the culvert is completed, any contractors, subcontractors or laborers shall only enter the lot at the point where the culvert is located and shall not enter the property directly from the roadway at any point not served by the culvert.
- n) <u>Large Tractor-Trailers Prohibited</u>: No 18-wheeler or tractor-trailer combinations, or 40-foot trailers or shipping containers shall be parked or stored on any lot for more than one (1) week per year.
- o) Storage of Trailer and Motor Homes: Once the residence being constructed on a lot is completed, any 5<sup>th</sup> wheel travel trailer(s), motor home(s), camper trailer(s) or travel trailer(s) on the premises or brought on the premises of any lot in the subdivision shall be either be stored in a storage shed having a roof and at least three (3) walls, or an enclosed garage on the premises or at an offsite storage facility within 60 days of the completion of the home or residence constructed on the lot.
- . p) <u>Large Construction Vehicles</u>: In an effort to prevent the breakdown of the existing paved roadway, the contractor and subcontractor(s) including the concrete contractor, constructing any structure on the owner's lot or delivering building materials for the construction of said structure agree that only one delivery truck shall be allowed on Apache Trial and\or Indian Circle at a time.
- within the subdivision: 1) any illegal activities, 2) any nuisance or noxious or offense activity, 3) any storage of (a) building materials, except during construction or renovation of a residence or structure (b) unsightly objects unless completely shielded by a structure, 4) no hunting within the boundaries of the subdivision, 5) any exploration for or extraction of minerals, and 6) no firearms shall be fired or discharged within the boundaries of the subdivision.

#### 2) TERM AND ENFORCEMENT:

- a) <u>Term.</u> The Restrictions shall run with and bind the Property for a term of 75 years from the date this instrument is recorded, after which time they shall automatically expire.
- **Correcting Of Errors**. Grantor may correct typographical or grammatical errors, ambiguities or inconsistencies contained herein, provided that any correction must not impair or affect a vested property right of any owner of the Property.
- Enforcement. Grantor, its successor and assigns, shall have the right to enforce by any proceeding at law or in equity, by injunction or otherwise, all covenants conditions, and restrictions now or hereafter imposed by the provisions of these Restrictions, or in order to prevent a breach thereof, and shall be entitled to reimbursement of all costs and expenses incurred in connection therewith, including reasonable attorney's fees. Failure to enforce any covenants, conditions, and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Grantor may exercise any and all of such rights and remedies at any time and from time to time, cumulatively or otherwise. If a provision of this instrument is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision herein, and this instrument is to be construed as if the unenforceable provision is not a part of the instrument.
- Amendments: With the exception of this provision and Section 1) (a) which shall remain in perpetuity, this declaration of restrictions may be amended or changed, in whole or in part, after the date on which 100% of the lots are sold by an instrument approved by a two-thirds (2/3rds) majority vote of Owners entitled to vote, meeting a seventy (70%) percent quorum. Such amendment shall be recorded in the office of the County Clerk of Milam County, Texas and become effective immediately thereafter. Copies of the written ballots pertaining to such amendment shall be retained for a period of not less than three (3) years after the date of filing of the amendment or termination. NO SECTION OR PARAGRAPH MAY BE AMENDED IN SUCH A WAY AS TO CHANGE OR NEGATE THE RIGHTS RESERVED BY DEVELOPER STATED EITHER HEREIN, IN THE INDIVIDUAL DEEDS TO THE PROPERTY, OR ON THE PLAT.
- e) Amendments by the Grantor: Except for Section 1)(a) which shall remain in perpetuity, the Grantor shall have and hereby reserves the right any time and from time to time prior to the date on which 100% of the lots are sold, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing, duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general

plan and scheme of development as evidenced by these Restrictions and shall not impair or adversely affect the vested Property or other rights of any Owner or his mortgagee. Additionally, Grantor shall have and reserves the right at any time and from time to time prior to the date on which 100% of the lots are sold, without joinder or consent of any Owner or other party to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting Owners to enjoy benefits from technological advances, such as security, communications or energy related devices or equipment which did not exist or were not in common use in residential subdivisions at the time these Restrictions were adopted. Likewise, Grantor shall have and reserves the right at any time and from time to time prior to the date on which 100% of the lots in the subdivision are sold, without joinder or consent of any Owner or other party to amend these Restrictions by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of these Restrictions if the use of such device or apparatus will adversely affect the Property values within the Subdivision.

- Property Improvement Committee: The Property Improvement Committee shall be composed initially of Parker. After fifty-five (55%) per cent of the tracts have been conveyed by deed, the then Grantor 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 Grantor on the committee, Each owner shall be entitled to one vote for each tract to which he then holds record title.
- Election of Property Improvement Committee. 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 Grantor 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:
  - 1. Written notice of such election, given by actual notice or by addressing such notice by mail to the last known address 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.
  - 2. 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.

- h). The Property Improvement Committee Powers and Functions: The Property Improvement Committee shall have the following powers and functions:
  - 1. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner).
  - 2. 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 days (30) after submission to it of plans and specifications, construction in accordance with these restrictions may begin.
  - 3. 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.
  - 4. The restrictions and covenants herein set forth shall continue and be binding on Parker, San Gabriel Properties or the Property Improvement Committee or their successors and assigns for a period of Seventy-Five (75) years from date of this instrument is filed for record in the office of the County Clerk of Milam County, Texas, and shall automatically be extended 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.

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SIGNED this	6011	_day of	Vane	2022.

SAN GABRIEL PROPERTIES, LLC

By:
BARRY E. PARKER, PRESIDENT

#### **ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF MILAM

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KATHERINE MARIE CULPEPPER
My Notary ID # 4832658
Expires April 26, 2026

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