

436 Western Hills
4090

THE STATE OF TEXAS

COUNTY OF MILAM

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

A tract of parcel of land containing 100.00 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 a 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 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 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 on the premises for the 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 1200 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 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 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 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. No more than Three (3) Mobile Homes will be allowed to be situated on any tract.

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. 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:

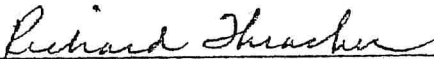
A. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner).

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 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.

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 12th day of May, 1977.


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 12th day of May, A. D.,

1977.


Notary Public in and for Milam County, Texas

ELLETT, CAMP & GLASER
ATTORNEYS
ROCKDALE, TEXAS 76567

"EXHIBIT A"

BEING 100.00 acres of land, of which there are 9.06 acres out of the S. C. Robertson Survey, Abstract No. 52, 50.44 acres out of the S. P. Carson Survey, Abstract No. 119, and 40.50 acres out of the T. M. Hughes Survey, Abstract No. 196 in Milam County, Texas. Said land also being parts of a certain third and fourth tracts, and all of a certain fifth tract described in a Deed of Trust, of record in Volume 157, Page 569 of the Deed of Trust Records of Milam County, Texas. Surveyed on the ground in the month of March, 1977 by Don H. Bizzell, Registered Professional Engineer, and described more fully as follows:

BEGINNING at an iron pipe found at the S.E. corner of the said Hughes Survey. Said point also being the S.E. corner of the said third tract, for the most southerly S.E. corner hereof;

THENCE S 70° 10' W, 637.92 feet along the South line of the said third tract to an iron pin set for the S.W. corner hereof;

THENCE N 17° 25' W, 2789.19 feet to an iron pin set in the North line of the said third tract, for the most westerly N.W. corner hereof;

THENCE N 72° 38' E, 637.92 feet to a large steel corner post at the S.W. corner of the said fifth tract, for an interior corner hereof;

THENCE N 18° 42' W 688.80 feet to an iron pin set in the South margin of the Missouri Pacific Railroad, for the most northerly N.W. corner hereof;

THENCE S 77° 03' E, 1222.51 feet along the said railroad to an iron pin set in the West margin of an unpaved county road, for the N.E. corner hereof;

THENCE, along the West margin of the said county road, as follows:

S 71° 19' W, 195.33 feet to an iron pin set near a 14" post oak tree;

S 40° 47' W, 53.50 feet to an iron pin set near a 6" post oak tree;

S 04° 25' E, 254.61 feet to an iron pin set near a 5" post oak tree;

S 01° 08' W, 113.98 feet to an iron pin set near a cross-tie corner post;

S 08° 38' E, 425.09 feet to an iron pin set near a cross-tie corner post;

S 25° 37' E, 495.23 feet to an iron pin set;

S 46° 21' E, 974.64 feet to an iron pin set near a cross-tie corner post; and

S 07° 13' E, 460.87 feet to an iron pin found in the South line of the said fourth tract, for the most easterly S.E. corner hereof;

THENCE S 69° 48' W, 1106.28 feet to an iron pin found at the S.W. corner of the said fourth tract, for an interior corner hereof;

THENCE S 18° 42' E, 173.43 feet to the Place of BEGINNING and containing 100.00 acres of land.

The above-described tract of land is traversed by a high-voltage transmission line.

MILAM COUNTY, CAMERON, TEXAS

FILED FOR RECORD 8:00 O'CLOCK 4 M., 13 DAY OF May

1977 RECORDED 1:58 O'CLOCK P M., 13 DAY OF May

1977

WAYNE B. WIESER, COUNTY CLERK

BY: La Verne Saefje DEPUTY