

KNOW ALL MEN BY THESE PRESENTS: That I, Linda Lou Friedsam, of McLennan County, Texas, the legal and equitable owner of CASSIE SUBDIVISION No. 5, a Subdivision out of the G. W. Banta Survey No. 1161, and the G. D. Simpson Survey No. 1150, in Burnet County, Texas, do hereby acknowledge, declare and adopt the following protective covenants and restrictions upon the sale and conveyance of all and all lots situated in said subdivision, to-wit:

1. No lot shall be used and occupied except for residential purposes and shall never be used for any commercial purposes whatsoever.

2. All main dwellings shall contain at least 600 square feet of floor area.

3. No dwelling on said premises shall be used and occupied unless and until in each case the owner shall have provided and installed a sanitary sewage disposal system, and no sewerage or waste products from said premises shall be discharged into or permitted to enter any ravine, stream or lake or adjacent to said premises, and in no event shall any outside toilet be erected on the premises.

4. No dwelling house shall be used and occupied on said premises unless and until in each case the owner shall provide, install and thereafter maintain an adequate incinerator for garbage and other like waste matter, and all ashes and other refuse shall be removed from the premises in a neat and orderly condition, and no refuse or waste matter of any kind or description shall be deposited upon any adjoining premises or in any ravine, stream or lake adjacent to or near the said premises.

5. No house trailer, tent, shack or any outbuilding or structure shall be placed, erected or permitted to remain on said premises. All structures or buildings placed on said premises shall be of permanent nature and character and shall also be neat, substantial and sightly.

6. The above mentioned owner does hereby reserve and retain a perpetual easement and right-of-way over and along all boundary lines of all lots situated in said Subdivision for the purpose of installing erecting and laying water pipe lines, sewerage lines and electric transmission lines, which said easement and right-of-way shall be for the use and benefit of said owners, their heirs and assigns.

7. Said premises shall be used only for lawful purposes:

8. The provisions hereof are hereby declared to be conditions,

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restrictions, uses and covenants running with the land, and they shall be fully binding on all persons acquiring property and lands in said Subdivision by any means, all of said persons, be acceptance of the title and conveyance of any of said property, shall fully comply with said conditions, restrictions, uses and covenants, which shall be binding and in full force and effect until January 1, 1972. On and after January 1, 1972, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten (10) years, each, unless changed in whole or in part by a vote of Three-fourths (3/4) majority of the then legal owners of the lots in said Subdivision, each lot thereof to admit and be entitled to one (1) vote.

9. If any person or persons shall violate any of said conditions, restrictions, uses and covenants it shall be lawful for any person owning any of said lots to prosecute such violation or violations at law or in equity, against the violator thereof and to institute appropriate proceedings against any attempted violation thereof and to recover damages therefor. The invalidation of any one or more or any part of these conditions, restrictions, uses, and covenants by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

Witness my hand this the 5th day of December, 1961.

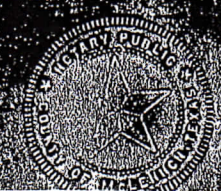
Linda Lou Friedsam
LINDA LOU FRIEDSAM

THE STATE OF TEXAS)
)
COUNTY OF McLENNAN)

BEFORE ME, the undersigned a Notary Public in and for McLennan County, Texas, on this day personally appeared LINDA LOU FRIEDSAM, a feme sole, 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 5th day of December, A.D. 1961.

Evelyn R. McPhail
EV. LYN R. MCPHAIL
Notary Public in & for
McLennan Co., Texas
NOTARY PUBLIC, McLENNAN COUNTY, TEXAS.



FILED FOR RECORD 7 DAY OF Dec, A.D., 1961, at 3:10 o'clock P.
RECORDED 8 DAY OF Dec, A.D., 1961, at 2:30 o'clock P.
JAMES A. PART 4, County Clerk, Tarrant County, Texas. *dolly p. levan* DEPUTY.

1879
EASEMENTS, RESTRICTIONS AND RESERVATIONS ON

CASSIE SUBDIVISION
BLOCK 6

a Subdivision in Burnet County, Texas

1. All lots in said subdivision shall be used exclusively for residential purposes.
2. No building other than a single family residence containing not less than 1,000 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any lot in said subdivision. Not more than one residence may be erected or constructed on any lot in said subdivision. No mobile home or structure of any kind may be moved onto any lot. Any residence or other improvement is to be completed within one year of the time its construction is begun, failing which the Seller, its successors or assigns, or any other person owning real property situated in said subdivision, may (1) complete the residence or other improvements at the owner's expense to be secured by a lien against the premises, or (2) obtain injunctive relief requiring removal from the premises of the incomplete residence or other improvements, or (3) maintain and have an action for damages sustained.
3. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. No outside toilet shall be installed installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Outside wall area of house to have a minimum of fifty per cent (50%) masonry construction consisting of brick, ledgestone, field stone, concrete blocks or native types of stone veneer. No building or structure shall be erected

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or constructed on any lot until the building plans, specifications, plot plans, and external design have first been approved in writing by Seller or by such nominee or nominees as it may designate in writing, and a copy filed with Seller.

4. No improvements shall be erected or constructed within five (5) feet of said property lines, save a fence or retaining wall, the design and location of which must be approved as set out in Paragraph #3 above.
5. All lots are subject to the easements, restrictions and reservations contained in plats of Cassie Subdivision, subdivision in Burnet County, Texas; and, subject to all easements, restrictions and reservations of record including, but not limited to, a three foot easement over and across the sides, fronts, and backs of each and all lots in the subdivision for the purposes of installing and servicing public utilities, telephone and water lines. There is reserved to Cassie Subdivision, its successors and assigns, the right to cross the streets or to run on said streets shown on said plat for the purposes of installing and servicing public utilities, telephone and waterlines, however, Seller is not in any way obligated to install any utilities or water lines.
6. No animals or pets are to be kept on the subdivision lots except domestic house pets.
7. If for any reason the Buyer should fail to pay all taxes, Seller reserves the right to pay any such taxes and add the amount to the principal outstanding and charge interest at the rate of Ten (10) percent per annum.
8. If the Buyer, or his assigns, shall violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant

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and either to prevent him or them from doing such, or to recover damages for such violations.

9. This lot or lots are sold subject to the easement from Emory, Peck and Rockwood Development Company to Cassie A. Friedsam, dated August 14, 1930 and recorded in Volume 79, Pages 40-42, of the Deed Records of Burnet County, Texas; and, easement from Emory, Peck and Rockwood Development Company to Cassie A. Friedsam, dated August 14, 1930, and recorded in Volume 79, Pages 45-50 of the Deed Records of Burnet County, Texas.
10. This lot or lots are sold subject to Sellers right to graze cattle or livestock on the premises above described, and Buyer herein will waive all damages caused to said premises by said livestock or cattle, but nothing herein shall be construed to prevent the Buyers herein from fencing said cattle from said premises, such fences to be constructed and maintained by Buyer, his heirs and assigns, at their expense.
11. This lot or lots are sold subject to an assessment of Fifteen (\$15.00) Dollars per lot per year, said assessment to be used for the maintenance of roads, parks and recreational areas of said subdivision. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to Cassie Subdivision, the payment thereof to be due and payable on January 1st of each year after the date of the Sales Contract or Deed of conveyance, whichever is sooner, by which this lot or lots are sold and conveyed. The lien herein provided for shall be secondary to and subordinate to any voluntary lien hereafter placed on any such lot by the present or any future owner thereof.
12. The restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title

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to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of 20 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless by a vote of three-fourths majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of the twenty (20) year period and filed of record in said County, it is agreed to amend or release same. A vote of three-fourths (3/4) majority of the then owners of the lots in said subdivision (each lot having one vote) may amend these restrictions at any time, such amended restrictions to be filed in the office of the County Clerk, Burnet County, Texas.

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WITNESS our hands, this the 26th day of June, 1968.

CASSIE SUBDIVISION

By: R. M. Jones
R. M. Jones

By: Bryce A. Taylor
Bryce A. Taylor

THE STATE OF TEXAS)
(
COUNTY OF BURNET)

BEFORE ME, the undersigned authority, on this day personally appeared R. M. JONES and BRYCE A. TAYLOR, 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 the

26th day of June, 1968.

D. L. L. L.
Notary Public, Burnet County, Texas

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FILED FOR RECORD 27 DAY OF JUNE A.D. 1968 AT 4:38 O'CLOCK P.M.
RECORDED THIS THE 28th DAY OF JUNE A.D. 1968 AT 10:27 O'CLOCK A.M.
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: S. S. Swartz DEPUTY

EASEMENTS, RESTRICTIONS AND RESERVATIONS ON

CASSIE SUBDIVISION

BLOCK 7

a Subdivision in Burnet County, Texas

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1. All lots in said subdivision shall be used exclusively for residential purposes.
2. No building other than a single family residence containing not less than 1,000 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any lot in said subdivision. Not more than one residence may be erected or constructed on any lot in said subdivision. No mobile home or structure of any kind may be moved onto any lot. Any residence or other improvement is to be completed within one (1) year of the time its construction is begun, failing which the Seller, its successors or assigns, or any other person owning real property situated in said subdivision, may (1) complete the residence or other improvements at the owner's expense to be secured by a lien against the premises, or (2) obtain injunctive relief requiring removal from the premises of the incomplete residence or other improvements, or (3) maintain and have an action for damages sustained.
3. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Outside wall area of house to have a minimum of fifty per cent (50%) masonry construction consisting of brick, ledgerstone, field stone, concrete blocks or native types of stone veneer. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans, and external design have first been approved in writing by Seller or by such nominee or nominees as it may designate in writing, and a copy filed with Seller.
4. No improvements shall be erected or constructed within five (5) feet of said property lines, save a fence or retaining wall, the design and location of which must be approved as set out in Paragraph #3 above.
5. All lots are subject to the easements, restrictions and reservations contained in plats of Cassie Subdivision, a subdivision in Burnet County, Texas; and, subject to all easements, restrictions and reservations of record including, but not limited to, a three (3) foot easement over and across the sides, fronts, and backs of each and all lots in the subdivision for the purposes of installing and servicing public utilities, telephone

and water lines. There is reserved to Cassie Subdivision, its successors and assigns, the right to cross the streets or to run on said streets shown on said plat for the purposes of installing and servicing public utilities, telephone and water-lines, however, Seller is not in any way obligated to install any utilities or water lines.

6. No animals or pets are to be kept on the subdivision lots, except domestic house pets.
7. If for any reason the Buyer should fail to pay all taxes, Seller reserves the right to pay any such taxes and add the amount to the principal outstanding and charge interest at the rate of Ten (10) per cent per annum.
8. If the Buyer, or his assigns, shall violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing such, or to recover damages for such violations.
9. This lot or lots are sold subject to the easement from Emory, Peck and Rockwood Development Company to Cassie A. Friedsam, dated August 14, 1930 and recorded in Volume 79, Pages 40-42, of the Deed Records of Burnet County, Texas; and, easement from Emory, Peck and Rockwood Development Company to Cassie A. Friedsam, dated August 14, 1930, and recorded in Volume 79, Pages 45-50 of the Deed Records of Burnet County, Texas.
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11. This lot or lots are sold subject to an assessment of Fifteen (\$15.00) Dollars per lot per year, said assessment to be used for the maintenance of roads, parks and recreational areas of said subdivision. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to Cassie Subdivision, the payment thereof to be due and payable on January 1st of each year after the date of the Sales Contract or Deed of conveyance, whichever is sooner, by which this lot or lots are sold and conveyed. The lien herein provided for shall be secondary to and subordinate to any voluntary lien hereafter placed on any such lot by the present or any future owner thereof.
12. The restrictions and covenants are hereby declared to be

covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of 20 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless by a vote of three-fourths (3/4) majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of the twenty (20) year period and filed of record in said County, it is agreed to amend or release same. A vote of three-fourths (3/4) majority of the then owners of the lots in said subdivision (each lot having one vote) may amend these restrictions at any time, such amended restrictions to be filed in the office of the County Clerk, Burnet County, Texas.

1968. WITNESS our hands, this the 15th day of July,

CASSIE SUBDIVISION

By: R. M. Jones
R. M. Jones, Owner

By: Bryce A. Taylor
Bryce A. Taylor, Owner

THE STATE OF TEXAS)
)
COUNTY OF BURNET)

BEFORE ME, the undersigned authority, a Notary Public, in and for said State and County, on this day personally appeared R. M. JONES and BRYCE A. TAYLOR, 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 the 15th day of July, 1968.



D. Lynn S. Lass
Notary Public, Burnet County, Texas.

RECORDED FOR RECORD 25 DAY OF JULY A.D. 1968 AT 10:10 O'CLOCK A.M.
 RECORDED THIS THE 26th DAY OF JULY A.D. 1968 AT 4:53 O'CLOCK A.M.
 BY: A. Barton COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Jul Sawyer DEPUTY.