

EASEMENTS, RESTRICTIONS AND RESERVATIONS ON

CASSIE SUBDIVISION
BLOCK 8

750

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 1200 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 or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Department 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 No. 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.

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8. No animals or pets are to be kept on the subdivision lots except domestic house pets.
9. If any person, shall violate any of the covenants herein contained, it shall be lawful for any other 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 and either to prevent him or them from doing such, or to recover damages for such violations.
10. All lot or lots are 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.
11. All lot or lots are subject to Sellers right to graze cattle or livestock on the premises above described, and all property owners will waive all damages caused to said premises by said livestock or cattle, but nothing herein shall be construed to prevent such owners herein from fencing said cattle from said premises, such fences to be constructed and maintained by owner, his heirs and assigns, at their expense.
12. All lot or lots are 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.
13. 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 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.

180-538

WITNESS our hands this the 3rd day of March, 1970.

CASSIE SUBDIVISION

By: Bryce A. Taylor
 BRYCE A. TAYLOR

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

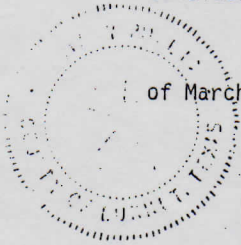
THE STATE OF TEXAS
COUNTY OF BURNET

000

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

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GIVEN under my hand and seal of office on this the 3rd day of March, 1970.



Thomas G. Turner
Notary Public, Burnet County, Texas

FILED FOR RECORD 13 DAY OF MARCH A.D. 1970 AT 1:53 O'CLOCK PM.
RECORDED THIS THE 16th DAY OF MARCH A.D. 1970 AT 8:32 O'CLOCK AM.
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: M. Williams DEPUTY.

EASEMENTS, RESTRICTIONS AND RESERVATIONS ON
CASSIE SUBDIVISION

BLOCK 9

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 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, ledgestone, 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 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 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 proceedings 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.

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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 Recordsof 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 Twenty-Five Dollars (\$25.00) 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.

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13. All lots are subject to an undivided one-half (1/2) non-participating royalty interest (same being equal to an undivided 1/16 interest) in and to all oil, gas, minerals, elements or radio-active substances in and under the said premises reserved in deed dated March 21, 1968, executed by Linda Lou Friedsam to R. M. Jones, recorded in Volume 167, pages 310-317, of the Deed Records of Burnet County, Texas.

WITNESS OUR HANDS this the 6th day of February, 1975.

CASSIE SUBDIVISION

R. M. Jones
R. M. JONES

Joyce Ray Taylor
JOYCE RAY TAYLOR

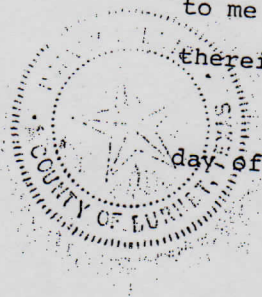
BY: R. M. Jones
R. M. JONES, Attorney-in-fact

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THE STATE OF TEXAS X
COUNTY OF BURNET X

BEFORE ME, the undersigned authority, on this day personally appeared R. M. JONES, Individually and as Attorney-in-Fact for JOYCE RAY TAYLOR, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of February, 1975.



Verna G. Turner
Notary Public in and for
Burnet County, Texas.

FILED FOR RECORD 6 DAY OF FEBRUARY A.D., 1975, AT 121 O'CLOCK P M.
RECORDED THIS THE 6TH DAY OF FEBRUARY A.D., 1975, AT 4:03 O'CLOCK P M.
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Sue Sawyer DEPUTY.

FILED FOR RECORD
FEB 9 1975
COMPLAINTS SECTION
WAYNE A. BARTON

EASEMENTS, RESTRICTIONS AND RESERVATIONS COVERING

CASSIE SUBDIVISION, BLOCK NO. 10

A Subdivision in Burnet County, Texas

as shown by Plat recorded in Volume 3, page 58,

of the Burnet County Plat Records

1. All lots in said subdivision shall be used exclusively for single family residential purposes and no lot shall have more than one residence or one mobile home placed thereon.

2. The erection of any residence or other improvement shall be completed within one (1) year of the time its construction is begun, failing which the undersigned subdividers, their heirs, successors or assigns, or any other person owning real property situated in said subdivision, may (1) complete the residence or other improvements at the expense of the owner of such residence or improvement, the cost of which shall 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, including but not limited to storerooms, sheds, porches, carports and fences shall be erected or constructed on any lot until a copy of the building plans, specifications, plot plans and external design have first been filed and approved by said undersigned in writing, or by such nominee or nominees as the undersigned may designate in writing.

4. 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 of Texas and any other government agency having the authority to approve the same. All septic tanks, drain fields and sewer systems shall be maintained and if necessary, modified, so as to comply with any future requirements of said State and government agencies.

5. Unsightly homemade camper, travel trailer, motor home, school bus or converted vehicles may not be stored or kept on the premises.

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6. No improvements shall be erected or constructed within six (6) 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.

7. There shall be no hunting in this subdivision.

8. All lots are subject to all valid easements, restrictions and reservations of record affecting said Block 10, if any, including, but not limited to, a six (6) 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 the undersigned, their heirs, 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, the undersigned are not in any way obligated to install any utilities or water lines.

9. No animals or pets are to be kept on the subdivision lots except domestic house pets.

10. If any owner of a lot or lots, or his assigns, shall violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real estate 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 and either prevent him or them from doing such, or to recover damages for such violations.

11. Such 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.

12. Such lot or lots are sold subject to the undersigned's right to graze cattle or livestock on the premises above described,

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and any owner shall waive all damages caused to said premises by said livestock or cattle, but nothing herein shall be construed to prevent such owner from fencing said cattle from said premises, such fences to be constructed and maintained by owner, his heirs and assigns, at their expense.

13. Such lot or lots are sold subject to an assessment of Twenty-Five (\$25.00) 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 the undersigned, 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 such 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.

14. 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 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 my hand this the 27th day of September, 1974.

CASSIE

R. M. Jones
R. M. JONES

Joyce Ray Taylor
JOYCE RAY TAYLOR

BY: R. M. Jones
R. M. JONES, Attorney-in-Fact

THE STATE OF TEXAS X
 X
COUNTY OF BURNET X

BEFORE ME, the undersigned authority, on this day personally appeared R. M. JONES, individually and as Attorney-in-Fact for JOYCE RAY TAYLOR, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of September, 1974.

Verna E. Turner
Notary Public in and for
Burnet County, Texas

FILED FOR RECORD 30 DAY OF SEPTEMBER A.D., 1974, AT 9:56 O'CLOCK A M.
RECORDED THIS THE 30TH DAY OF SEPTEMBER A.D., 1974, AT 12:19 O'CLOCK P M.
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Connie Lufkin DEPUTY.

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