

EASEMENTS, RESTRICTION AND RESERVATIONS ON BLOCK "15"
OF THE CASSIE SUBDIVISION, CONSISTING OF 16 LOTS,
A SUBDIVISION IN BURNET COUNTY, TEXAS

(1) All lots shall be used exclusively for residential purposes. All residences shall be of new construction; and 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. Not more than one residence may be erected or constructed on any lot. No mobile home or structure of any kind may be moved onto any lot. All structures built on said lots shall be sound in structure and neat and orderly in appearance. All storage sheds and other structures erected on said lots shall be neat and orderly in appearance. No structure shall be built in such a manner as to detract from the appearance of the neighborhood.

(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 any person owning real property situated in said block may (1) complete the residence or other improvements at the expense of the owner of such residence or other improvement, the cost of which shall be secured by a lien against the premises, or (2) obtain injunction relief requiring removal from the premises of the incomplete residence or other improvements, or (3) maintain and have an action for damages sustained.

(3) The outside walls of each residence shall have a veneer of at least 25% masonry construction, consisting of brick, ledgerstone, fieldstone, concrete blocks or native type stone. No residence shall be occupied until the exterior not consisting of masonry is completely finished with not less than two coats of paint.

(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) No improvements shall be erected or constructed within five (5) feet of said property lines, save a fence or retaining wall, which fence or wall shall be neat in appearance. An easement is hereby reserved by the owners and developers of Cassie Subdivision over, along and across a five (5) foot strip around each of said lots for the purpose of installing and servicing public utilities, water and telephone lines.

(6) All lots are subject to the easements and reservations contained in the plat of Block "15" of Cassie Subdivision, a subdivision in Burnet County, Texas, which plat is recorded in Vol. 5, Page 7, of the Plat Records of Burnet County, Texas, and subject to these easements, restrictions, and reservations which are recorded in the Deed Records of Burnet County, Texas. 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, telephon and waterlines; however, said owners and developers are not in any way obligated to install any utilities or water lines.

(7) No animals or pets are to be kept on any lot except domestic house pets.

(8) There shall be no hunting on this property.

(9) If any owner of a lot or lots, or his assigns, shall violate any of the restrictive covenants herein contained, it shall be lawful for any person or persons owning real estate situated in said block 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.

(10) All 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 Vol. 79, Page 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 Vol. 79, Page 45-50, of the Deed Records of Burnet County, Texas.

(11) All lots are sold subject to the reservation by Linda Lou Friedsam of an undivided one-half (1/2) non-participating royalty interest (same being equal to an undivided one-sixteenth (1/16) interest) in and to all oil, gas, mineral elements or radio-active substances in and under said property.

(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 in this Block of Cassie Subdivision shall thereby agree a 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 automatical be extended for a successive period of ten (10) years unless by a vote of three-fourths

majority of the owners of the lots in said block of said subdivision (each lot having one vote), taken prior to the expiration of the twenty (20) year period and filed for 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 block of said subdivision (each owner having one vote) may amend these restrictions at any time, such amended restrictions to be filed in the office of the County Clerk, Burnet, Texas.

WITNESS OUR HANDS this 1st day of July, 1981.

R. M. Jones
R. M. Jones

Joyce Ray Meyer
Joyce Ray Meyer

By: R. M. Jones
Raymond Jones, Attorney-in-Fact for Joyce Ray Meyer

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THE STATE OF TEXAS X
COUNTY OF LAMPASAS X

BEFORE ME, the undersigned authority, on this day personally appeared R. M. Jones, 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 on this the 1st day of July, 1981.

Pat E. Cavniss
Notary Public in and for Lampasas County, Texas

PAT E. CAVNESS
My Commission Expires
7/31/84

THE STATE OF TEXAS X
COUNTY OF LAMPASAS X

BEFORE ME, the undersigned authority, on this day personally appeared R. M. Jones, known to me to be the person whose name is subscribed to the foregoing instrument, as the attorney-in-fact of Joyce Ray Meyer, and acknowledged to me that he subscribed the name of Joyce Ray Meyer thereto as principal and his own name as attorney in fact, and executed the same for the purposes and consideration therein expressed and in the ^{capacity} therein set forth.



Given under my hand and seal of office on this the 1st day of July, 1981.

Pat E. Cavniss
Notary Public in and for Lampasas County, Texas

PAT E. CAVNESS
My Commission Expires
7/31/84

RECORDED FOR RECORD THIS THE 1 DAY OF JULY, A.D., 1981, AT 11:08 O'CLOCK A. M.
BY Millie Williams DEPUTY CLERK, BURNET COUNTY, TEXAS. AT 3:20 O'CLOCK P. M.

EASEMENTS, RESTRICTION AND RESERVATIONS ON BLOCK "16"
OF THE CASSIE SUBDIVISION, CONSISTING OF ___ LOTS,
A SUBDIVISION IN BURNET COUNTY, TEXAS

- (1) Said property described above (herein called "Lots") shall be used exclusively for residential purposes. Not more than one residence shall be constructed on any lot and shall contain at least 1600 square feet of floor space measured by exterior wall dimensions, exclusive of open porches, breezeways, carports, and garages. Construction of separate storage buildings, work shops, garages, carports, well houses or other buildings shall be sound of structure, neat and orderly in appearance and painted and maintained to retain its original appearance. No mobile home, trailer house or other structure may be moved onto the lot. Boats and boat trailers and other equipment must be screened from the fronting street or streets.
- (2) The erection of any residence or other improvement shall be completed within one year of the time its construction is begun, failing which any person owning a lot or parcel of land in Cassie Subdivision may, (1) complete the residence or other improvements at the expense of the owner of such residence or other improvements, the cost of which shall be secured by a lien against the premises, or (2) obtain injunction relief requiring removal from the premises of the incomplete residence or other improvements, or (3) maintain and have an action for damages sustained.
- (3) The outside walls of said residence shall consist of a covering of at least 50% of the exterior surface by brick, ledgerstone, fieldstone or stucco. No residence shall be occupied until all exterior surfaces of wood or wood-substitute, excepting roofing, are completely finished with not less than two coats of paint.
- (4) No outside toilet shall be installed or maintained on any premises, except for a temporary toilet used during construction of a residence on said lot (and not beyond completion of construction thereof), 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) No improvements shall be erected or constructed within five (5) feet of said property lines, save a fence or retaining wall, which fence or wall shall be neat in appearance. An easement is hereby reserved by the owners and developers of Cassie Subdivision over, along and across a five (5) foot strip around each of said lots for the purpose of installing and servicing public utilities, water and telephone lines.
- (6) All lots are subject to the easements and reservations contained in the plat of Block "16" of Cassie Subdivision, a subdivision in Burnet County, Texas, which plat is recorded in Vol. 5, Page 87, of the Plat Records of Burnet County, Texas, and subject to these easements, restrictions, and reservations which are recorded in the Deed Records of Burnet County, Texas. There is reserved to Cassie Subdivision, its successors and assigns, the right to cross the streets or to use said streets shown on said plat for the purposes of installing and servicing public utilities, telephone and waterlines; however, said owners and developers are not in any way obligated to install any utilities or water lines.
- (7) No animals or pets are to be kept on any lot except domestic house pets.
- (8) There shall be no hunting on any lot.
- (9) If the owner of said lot, or his assigns, shall violate any of the restrictive covenants herein contained, it shall be lawful for any person owning a lot or parcel of land in Cassie Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from doing such, or to recover damages for such violations.

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COPY

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THE STATE OF TEXAS ()
 ()
COUNTY OF BURNET ()

2997

WHEREAS, the undersigned R. M. JONES and JOYCE RAY TAYLOR, the owners of lots and property known as Cassie Subdivision, and more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the undersigned being the subdividers of such property did execute or adopt those certain easements, restrictions and reservations of record affecting said property described in Exhibit A. Such restrictions being recorded in the Deed Records of Burnet County, Texas, in the following listed Volumes and pages:

- Volume 118, page 613 et seq.
- Volume 180, page 537 et seq.
- Volume 169, page 26 et seq.
- Volume 169, page 521 et seq.
- Volume 215, page 110 et seq.
- Volume 217, page 225 et seq.

and to which instruments reference is here made for all pertinent purposes; and

WHEREFORE, it is incumbent upon the undersigned R. M. Jones and Joyce Ray Taylor to amend such easements, restrictions and reservations above referred to.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that the undersigned, the owners of such property described in Exhibit A, do herein and hereby amend such instruments affecting that property described in said Exhibit A, as per the Amended Easements, Restrictions and Reservations on said Cassie Subdivision which consist of 29 pages and are attached hereto and made a part hereof, which Amended Restrictions shall become effective from and after the date and time of filing of this instrument in the Deed Records of Burnet County, Texas.

WITNESS our hands this 15th day of August, 1975

R. M. Jones
R. M. JONES

Joyce Ray Taylor
JOYCE RAY TAYLOR

THE STATE OF TEXAS ()

COUNTY OF BURNET ()

BEFORE ME, the undersigned authority, on this day personally appeared R. M. JONES, 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 on this the 15th day of August, 1975.

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

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THE STATE OF TEXAS ()

COUNTY OF BURNET ()

BEFORE ME, the undersigned authority, on this day personally appeared JOYCE RAY TAYLOR, 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 on this the 15th day of August, 1975.

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

EXHIBIT A

TRACT ONE: BEING all of Lots No. One (1), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Resubdivision of Block 2, CASSIE SUBDIVISION in Burnet County, Texas, as shown by plat recorded in Volume 1, page 124, Plat Records of Burnet County, Texas, and to which plat reference is here made.

TRACT TWO: BEING all of Lots No. Fourteen-R (14R) and Fifteen-R (15R), One Hundred Three (103), One Hundred Four (104), One Hundred Five (105), One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111) and One Hundred Twelve (112), in Block No. Two-A (2-A), of CASSIE SUBDIVISION in Burnet County, Texas, as shown by plat recorded in Volume 2, page 116, Plat Records of Burnet County, Texas, and to which plat reference is here made.

TRACT THREE: BEING all of Lots No. Two (2), Five (5), Six (6), Seven (7), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Eight (38), Thirty-Nine (39), Forty (40), Forty-One (41) and Forty-Three (43), in Block No. Six (6), CASSIE SUBDIVISION of Burnet County, Texas, as shown by plat recorded in Volume 2, page 46, Plat Records of Burnet County, Texas, and to which plat reference is here made.

TRACT FOUR: BEING all of Lots No. One (1), Two (2), Three (3), Four (4), Five (5), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty-One (31) and Thirty-Two (32), in Block No. Seven (7), of CASSIE SUBDIVISION in Burnet County, Texas, as shown by plat recorded in Volume 2, page 48, Plat Records of Burnet County, Texas, and to which reference is here made.

TRACT FIVE: BEING all of Lots No. Fourteen (14), Fifteen (15), Sixteen (16), Nineteen (19) and Twenty (20), in Block No. Eight (8), CASSIE SUBDIVISION in Burnet County, Texas, as shown by plat recorded in Volume 2, page 40, Plat Records of Burnet County, Texas, and to which reference is here made for all pertinent purposes.

TRACT SIX: BEING all of Lots No. One (1), Two (2), Three (3), Four (4), Five (5), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), in Block No. Nine (9), CASSIE SUBDIVISION of Burnet County, Texas, as shown by plat recorded in Volume 3, page 68, Plat Records of Burnet County, Texas, and to which reference is here made.

TRACT SEVEN: BEING all of Lots No. Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24) and Twenty-Five (25), in Block No. Ten (10), CASSIE SUBDIVISION in Burnet County, Texas, as shown by plat recorded in Volume 3, page 64, Plat Records of Burnet County, Texas, and to which reference is here made.

TRACT EIGHT: BEING all of Lots No. One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), in Block No. Eleven (11), CASSIE SUBDIVISION in Burnet County, Texas, as shown by plat recorded in Volume 3, page 70, Plat Records of Burnet County, Texas, and to which plat reference is here made.

TRACT NINE: 0.50 acre tract of land out of the G. D. Simpson Survey No. 1550 in Burnet County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel stake set in the Northwest right-of-way of Ranch to Market Highway No. 3236, the Northeast corner hereof, from which a point a concrete highway right-of-way marker at Engineer's Station 387/21.13 bears North 22° 46' East 0.40 feet;

THENCE with said highway right-of-way line South 22° 46' 00" West 119.0 feet to a 1/2 inch steel stake set therein;

THENCE North 69° 35' 07" West 183.2 feet to a 1/2 inch steel stake set for the West corner;

THENCE North 22° 45' 54" East 119.04 feet to a 1/2 inch steel stake set for the North corner hereof;

THENCE South 69° 34' 20" East 183.2 feet to the PLACE OF BEGINNING.

TRACT TEN: Being a 0.50 acre tract of land out of the G. D. Simpson Survey No. 1550 in Burnet County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel stake set in the Northwest right-of-way line of Ranch to Market Highway 3236, the Northeast corner hereof, from which point a concrete highway right-of-way marker at Engineer's Station 387/21.13 bears North 22° 46' East 119.4 feet;

THENCE with said highway right-of-way line South 22° 46' 00" West 119.0 feet to a 1/2 inch steel stake set therein;

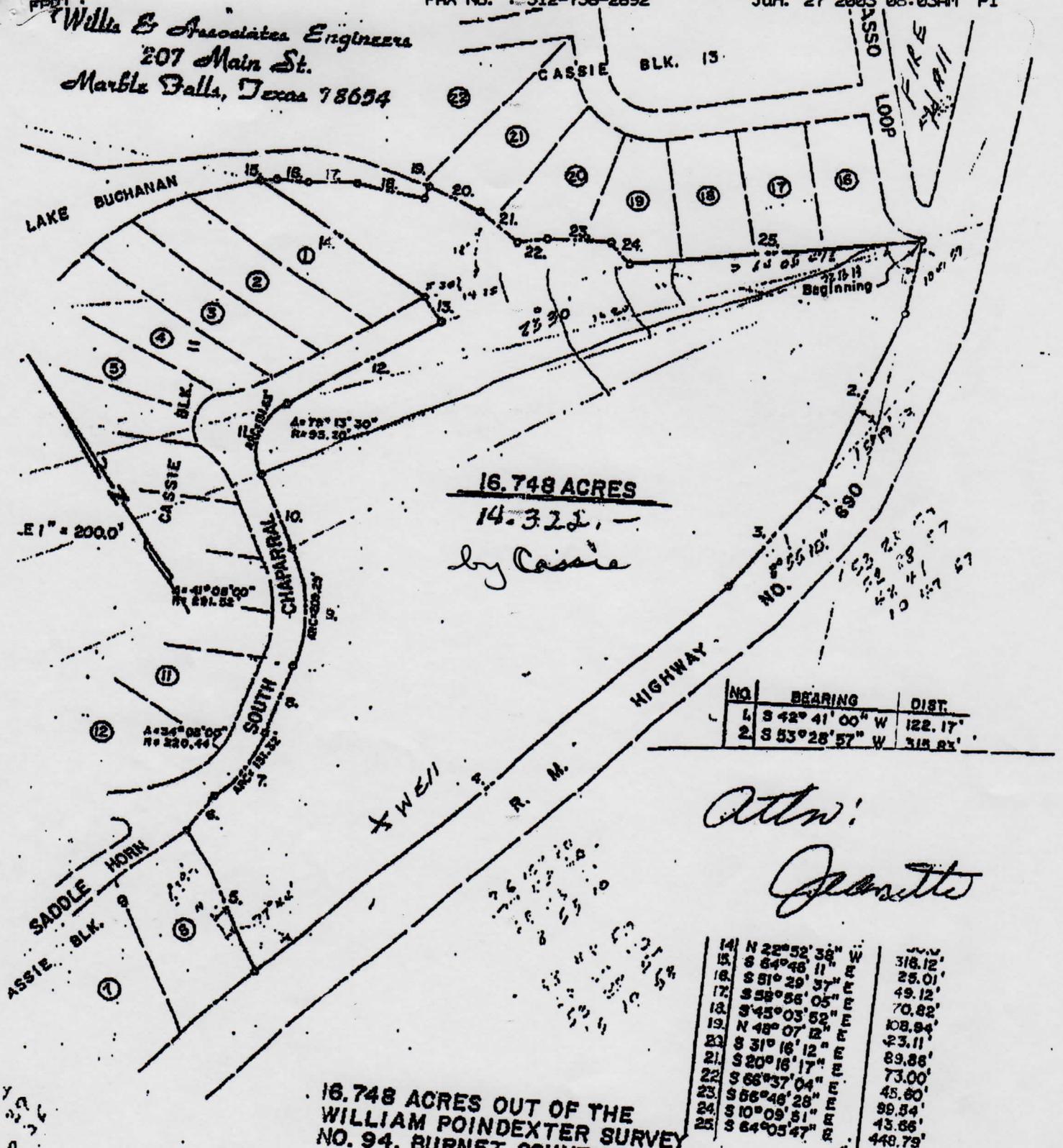
THENCE North 69° 35' 29" East 183.20 feet to a 1/2 inch steel stake set for the West corner hereof;

THENCE North 22° 46' 02" East 119.02 feet to a 1/2 inch steel stake set for the North corner hereof;

THENCE South 69° 35' 07" East 183.2 feet to the PLACE OF BEGINNING.

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Wills & Associates Engineers
207 Main St.
Marble Falls, Texas 78654



16.748 ACRES
14.325
by Cassie

NO.	BEARING	DIST.
1	S 42° 41' 00" W	122.17'
2	S 53° 28' 57" W	318.83'

Attn:
Jeanette

16.748 ACRES OUT OF THE
WILLIAM POINDEXTER SURVEY
NO. 94, BURNET COUNTY, TEXAS

14	N 22° 52' 38" W	318.12'
15	S 64° 48' 11" E	25.01'
16	S 81° 29' 37" E	49.12'
17	S 58° 56' 05" E	70.82'
18	S 45° 03' 52" E	108.94'
19	N 48° 07' 12" E	23.11'
20	S 31° 16' 12" E	89.86'
21	S 20° 16' 17" E	73.00'
22	S 66° 37' 04" E	45.60'
23	S 66° 46' 28" E	99.54'
24	S 10° 09' 51" E	43.86'
25	S 64° 05' 47" E	448.79'

I hereby certify that the plat hereon accurately represents the ground survey made...

COPY

ATTACHMENT NO. 1

RESTRICTIONS COVERING THE ABOVE-DESCRIBED 14.322 ACRES (SAID 14.322 ACRES BEING REFERRED TO HEREIN AS THE "PROPERTY")

(1) The Property described above shall be used exclusively for single family residential purposes. The Property cannot be subdivided into tracts smaller than one-half (1/2) acre in size and only one single family residence can be constructed on each one-half (1/2) acre. Each single family residence shall contain at least 1600 square feet of floor space measured by exterior wall dimensions, exclusive of open porches, breezeways, carports, and garages. Construction of separate storage buildings, work shops, garages, carports, well houses or other buildings shall be sound of structure, neat and orderly in appearance and painted and maintained to retain its original appearance. No mobile home, trailer house, manufactured home or other structure may be moved onto the property. Boats and boat trailers and other equipment must be screened from the fronting street or streets.

(2) The erection of any residence or other improvement shall be completed within two (2) years of the time its construction is begun, failing which any person having the right to enforce these restrictions may, (1) complete the residence or other improvements at the expense of the owner of such residence or other improvements, the cost of which shall be secured by a lien against the premises, or (2) obtain injunction relief requiring removal from the premises of the incomplete residence or other improvements, or (3) maintain and have an action for damages sustained.

(3) The outside walls of said single family residences shall consist of a covering of at least fifty percent (50%) of the exterior surface by brick, ledgerstone, fieldstone or stucco. No residence shall be occupied until all exterior surfaces of wood or wood-substitute, excepting roofing, are completely finished with not less than two coats of paint.

(4) No outside toilet shall be installed or maintained on any premises, except for a temporary toilet used during construction of a residence on said property (and not beyond completion of construction thereof), 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) No improvements shall be erected or constructed within five feet (5') of property lines save a fence, which fence shall be neat in appearance. Grantor hereby reserves for herself, her heirs, successors and assigns, a perpetual easement or right-of-way over a strip of land five feet (5') in width along and inside of all property lines of the above-described Property for the purpose of installation and maintenance of utilities, including but not limited to, gas, water, electricity, telephone, drainage and sewage, and any appurtenance to the supply lines thereof. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tract (and the adjoining and surrounding tracts), and Grantor, her heirs and assigns, shall have no obligation to supply such services.

(6) No animals or pets are to be kept on the Property except domestic house pets.

(7) There shall be no hunting or camping on the Property.

(8) If the owner of all or any part of the Property shall violate any of the restrictive covenants contained herein, it shall be lawful for

(i) Joyce Ray Meyer, her heirs (the term "her heirs" includes persons who would inherit the Estate of Joyce Ray Meyer if she died intestate), her beneficiaries (the term "her beneficiaries" includes those persons named in the Will of Joyce Ray Meyer which is probated after her death), her legal representatives, or assigns (the term "her assigns" includes that person, persons, or entity to whom Joyce Ray Meyer assigns the right to enforce these restrictions)

or

(ii) any person owning any portion of the 14.322 acres

to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from doing such, or to recover

damages for such violation.

(9) These restrictive covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring a portion of the Property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to a portion of the property 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 of the deed to which these restrictive covenants are attached.

These restrictive covenants can be amended by the written agreement of all owners of the property, provided JOYCE RAY MEYER, her heirs, her beneficiaries, her legal representatives or her assigns consent in writing to such agreement and provided further such agreement and consent are filed in the office of the County Clerk of Burnet County, Texas and recorded in the Official Public Records of Burnet County, Texas.

(10) The grantees in the Deed to which these Restrictions are attached, by accepting the deed, agree that Joyce Ray Meyer, her heirs, her beneficiaries, her legal representatives or her assigns, may enforce these restrictions even though she or they own no portion of the property or any property adjoining the property and this agreement of the grantees shall be binding on the grantees, their heirs, their beneficiaries, their legal representatives and their assigns.