

THE STATE OF TEXAS)
)
COUNTY OF BURNET)

780

KNOW ALL MEN BY THESE PRESENTS: That I, Linda Lou Friedsam, of McLennan County, Texas, the legal and equitable owner of CASSIE SUBDIVISION NO. 1-A, a Subdivision of the Philip Baker Survey No. 92, 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 purpose 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, restrictions, uses and covenants running with the land, and they shall be fully binding on all persons acquiring property and lands in said Subidivison 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 5th day of May, 1961.


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 May,

A.D. 1961.

EVELYN R. McPHAIL
Notary Public in & for
McLennan Co., Texas

Evelyn R. McPhail
NOTARY PUBLIC, McLENNAN COUNTY, TEXAS.

FILED FOR RECORD 11 DAY OF May, A.D. 1961, at 4:14 o'clock P. M.
RECORDED 12 DAY OF May, A.D. 1961, at 10:30 o'clock P. M.
WAYNE A. BARTON, County Clerk, Burnet County, Texas. By: Gerry Miller Deputy.

THE STATE OF TEXAS §
COUNTY OF BURNET §

STATEMENT OF RESERVATIONS, RESTRICTIONS,
TAXES AND ASSESSMENTS

EMPLOYER'S IRS NO. RC 74-1611645
Developer: R. M. Jones
Joyce Ray Taylor
Owner: R. M. Jones
Joyce Ray Taylor

NAME OF DEVELOPER: R. M. Jones
Joyce Ray Taylor
ADDRESS OF DEVELOPER: R. M. Jones
P. O. Box 266
Buchanan Dam, Texas 78609
Joyce Ray Taylor
8709 Willowick
Austin, Texas 78759

NAME OF OWNER: R. M. Jones
Joyce Ray Taylor
ADDRESS OF OWNER: R. M. Jones
P. O. Box 266
Buchanan Dam, Texas 78609
Joyce Ray Taylor
8709 Willowick
Austin, Texas 78759

NAME OF SUBDIVISION: Cassie Subdivision

LOCATION OF SUBDIVISION: On Lake Buchanan in Burnet County, Texas.

No. of lots in Subdivision: 132 lots now available
No. of acres in Subdivision: Approximately 175 to 200 acres

1. Reservations and restrictions.
The following easements, restrictions and reservations which are enforceable by all lot owners and Lessees in the subdivision, affect all of said lots:

a. Reservations, restrictions and easements affecting Block 2 of Cassie Subdivision.

(1) All lots in said subdivision shall be 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 any 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 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. Purchaser to secure his own Septic System Permits. 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 type stone veneer. All buildings other than residences shall be constructed and maintained in such a manner that they shall always be neat and orderly in appearance and shall not detract from the appearance of the neighborhood.

(4) No improvements shall be erected or constructed within six (6) feet of said property lines, save a fence or retaining wall, which fence or wall shall be neat in appearance.

(5) All lots are subject to the easements and reservations contained in the plat of Cassie Subdivision, Block 2, a subdivision in Burnet County, Texas, which plat is recorded in Vol. 1, Page 26 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. Attention is here called to the easements shown on said plat 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, telephones 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 the Buyer, or his assigns, shall violate any part 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.

(8) All lots are sold subject to the easements from Emory, Peck and Rockwood Development Company to Cassie A. Friedsam, dated August 14, 1930, and recorded in Vol. 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 Vol. 79, Pages 43-50, of the Deed Records of Burnet County, Texas.

(9) There shall be no hunting in this subdivision.

(10) 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.

(11) 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 decent, 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 restric-

tions 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 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 subdivision (each 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.

b. Reservations, restrictions and easements affecting Block 2A of Cassie Subdivision.

(1) All lots in said subdivision shall be 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 any 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 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. Purchaser to secure his own Septic System Permits. 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 type stone veneer. All buildings other than residences shall be constructed and maintained in such a manner that they shall always be neat and orderly in appearance and shall not detract from the appearance of the neighborhood.

(4) No improvements shall be erected or constructed within six (6) feet of said property lines, save a fence or retaining wall, which fence or wall shall be neat in appearance.

(5) All lots are subject to the easements and reservations contained in the plat of Cassie Subdivision, Block 2A, a subdivision in Burnet County, Texas, which plat is recorded in Vol. 2, Page 116 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. Attention is here called to the easements shown on said plat 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, telephones and waterlines, however, Seller is not in any way obligated to install any utilities or water lines.

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(9) There shall be no hunting in this subdivision.

(10) 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.

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