

26943L

RESTRICTIONS

VOL 1082 PAGE 921

STATE OF TEXAS

34974

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

That we, GUS A. STEENKEN and EDWIN G. SCHNEIDER, being the owners of that certain 6.886 acres of land in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas, as is more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes, do hereby impose upon said 6.886 acres of land those restrictions attached hereto and incorporated herein as Exhibit "B" and said lands shall henceforth be subject to all of the restrictions and covenants contained therein.

EXECUTED the 17th day of August, 1984

Gus A. Steenken  
GUS A. STEENKEN

Edwin G. Schneider  
EDWIN G. SCHNEIDER

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on August 21, 1984 by GUS A. STEENKEN.



Carol Smith  
Notary Public, State of Texas

CAROL SMITH  
(Printed or typed name of notary)

My commission expires: 2-10-85

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on August 21, 1984 by EDWIN G. SCHNEIDER.



Carol Smith  
Notary Public, State of Texas

CAROL SMITH  
(Printed or typed name of notary)

My commission expires: 2-10-85

OFFICIAL RECORDS  
WILLIAMSON COUNTY TEXAS

BEING 6.886 ACRES OF LAND IN THE JOHN HAMILTON SURVEY, ABSTRACT NO. 282, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 11 OF PECAN BRANCH ESTATES SUBDIVISION, UNRECORDED, AND BEING OUT OF AND A PART OF THE SECOND TRACT OF A CERTAIN 442.01 ACRE TRACT OF LAND CONVEYED TO CUS A. STEENKEN AND EDWIN C. SCHNEIDER BY DEED OF RECORD IN VOLUME 551, AT PAGE 704, OF THE DEED RECORDS OF SAID COUNTY AND STATE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a railroad spike set for the Southwest corner hereof, said point bears N 35Deg 23' 00" W, 1139.15 feet, N 58Deg 18' 00" E, 645.57 feet, N 31Deg 42' 00" W, 74.80 feet and N 56Deg 18' 30" W, 103.02 feet from the Southwest corner of said 442.01 acre tract, said point also bears N 58Deg 18' 00" E, 645.57 feet, N 31Deg 42' 00" W, 74.80 feet and N 56Deg 18' 30" W, 103.02 feet from the Southwest corner of said Lot 11;

THENCE, continuing with the Westerly line hereof, N 56Deg 18' 30" W, 629.04 feet to an iron pin found on the Northerly line of said Lot 11 for the Northwest corner hereof;

THENCE, leaving said line and continuing with the Northerly line hereof and of said Lot 11, N 56Deg 16' 45" E, 674.61 feet to an iron pin set on the Westerly right-of-way line of a 30' wide road easement for the Northeast corner hereof and of said Lot 11;

THENCE, leaving said line and continuing with said right-of-way line and the Easterly line hereof, the following three (3) courses and distances:

- (1) S 29Deg 47' 00" E, 122.00 feet to an iron pin found;
- (2) S 42Deg 42' 10" E, 181.58 feet to an iron pin set;
- (3) S 29Deg 41' 00" E, 107.56 feet to a P. K. nail set in rock for the Southeast corner hereof;

THENCE, leaving said line and continuing along Southerly line hereof, S 43Deg 10' 15" W, 452.38 feet to the TRUE POINT OF BEGINNING and containing 6.886 acres of land.

EXHIBIT "A"



## RESTRICTIONS FOR PECAN BRANCH ESTATES

- 1.A. The premises herein conveyed shall be used only for lodge or homesite and not for any business or commercial purposes. No residence trailer or mobile home may be placed on said property. No old houses shall be moved on said property unless they are completely veneered in masonry of brick or stone and underpinned completely within sixty (60) days after being moved in, so as to appear new.
- 1.B. The premises herein conveyed, within 500 feet of Texas Highway No. 199, may be used for business or commercial purposes; however, any business or commercial enterprise to be carried on thereon or therefrom must be first approved in writing by the Grantors acting through the Committee hereinafter provided for, but in no event may any of the property herein conveyed ever be used as a junk yard or a wrecking yard, nor it ever have a feedlot, beer joint or beer tavern situated thereon.
2. No lodge or home to be constructed on this tract shall have a living area of less than 1,000 square feet.
3. No buildings shall be nearer than 40 feet to the road upon which this property abuts, and no nearer than 10 feet to any other property line.
4. Any lodge or residence constructed on this tract shall have a three-piece bathroom minimum, and shall have a lavatory, commode, and bathtub or shower stall, with septic tank and drain field acceptable to grantors, their heirs and assigns. The kitchen shall have a minimum of one sink, and all plumbing is to be installed in keeping with good plumbing practices. No outside toilet shall be permitted. In the event of the installation of a septic tank - soil absorption sewerage disposal system, same shall be in accordance with the minimum standards or requirements of the Division of Sanitary Engineering, Texas Department of Health, and fully inspected by a duly authorized agent of the Williamson County Health Department. Written certification by the inspecting agency that said installation is within said standards shall be presented to grantors, their heirs and assigns, by grantees, their heirs and assigns, prior to the occupancy of the premises.
5. Grantees, their heirs and assigns, agrees to deliver to grantors one copy of the plans and specifications at least 15 days prior to commencement of construction of any improvements upon said land, and no construction shall be commenced until grantors, their heirs or assigns, shall have approved the plans.
6. No hogs shall be allowed, and it is agreed by grantees herein that he will keep said tract in a clean and orderly manner at all times. If this is not done, and a complaint is filed against grantees by a majority vote of the Committee hereinafter provided for, or by a majority of the tract owners owning land within 500 feet of this tract, Grantors shall have the right to clean said tract and secure from grantees the expense incurred for the cleaning.
7. This tract shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yard shall be located on the above described property. Material of any kind stored on the property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as grantors, their heirs and assigns, in their best and sole judgment deem such storage to be in the best interest of the property.
8. When, in grantors' judgment, it is necessary or desirable, an assessment of \$10.00 per year shall run against the above described tract for the maintenance of roads and streets within the two tracts of land described in a Deed from Chatty Chapman et al to Gus A. Steenken and Edwin G. Schneider, dated June 16, 1972, recorded in Volume 551, Page 704, Deed Records of Williamson County, Texas, of which the hereinabove described property is a part. Such assessment shall be secured by a lien on



the property herein conveyed and shall be payable to grantors at Georgetown, Texas, on 30 days' notice. This assessment will remain in effect until county or city authorities take over the maintenance of said roads and maintain them to grantors' satisfaction. The said lien shall always be junior and inferior to any other lien placed on said tract for the purpose of constructing improvements thereon.

9. These restrictions are to run with the land until January 1, 2000, and shall be automatically extended for additional periods of 10 years unless the record owners of a majority of the tracts carved out of the land described in the above mentioned Deed from Chattye Chapman et al to Gus A. Steenken and Edwin G. Schneider, dated June 16, 1972, recorded in Volume 551 Page 704, Deed Records of Williamson County, Texas, through a duly recorded written instrument or instruments, cancel or amend the same. Notwithstanding the foregoing, however, until 50% of the tracts carved out of the land described in the above mentioned Deed from Chattye Chapman et al to Gus A. Steenken et al are sold, the grantors may vary the foregoing restrictions. After 50% of such tracts are sold, these restrictions may be changed only by a vote of the owners of such tracts, in said acreage, with each tract carrying one vote.

10. Grantors may appoint a Control Committee of three, and may include themselves on said Committee and confer on said Committee all of the rights and powers of grantors retained herein by grantors, in connection with the covenants and restrictions hereinabove set forth, said Committee to act by a majority vote. When and after one-half of the tracts in the hereinabove described acreage are improved by the respective owners, the owners may provide for an election and may elect by majority vote a replacement committee to carry on the functions herein provided and may provide for its continuation and operation for the benefit of all owners of such tracts. However, until such time as one-half of the tracts within the acreage described in the above mentioned Deed from Chattye Chapman et al to Gus A. Steenken et al are improved as above provided, grantors retain unto themselves, their heirs, successors and assigns, the right to appoint the members of such Committee.

11. These covenants and restrictions shall be binding upon the grantees, their heirs and assigns, and the heirs of such assigns, and such covenants and restrictions are for the benefit of all owners of tracts within the above mentioned acreage. If grantees herein, their heirs and assigns, or if any other person or persons shall violate or attempt to violate the above enumerated covenants and restrictions, it shall be lawful for the grantors herein, or either of them, or their heirs, executors, or administrators, or assigns, or any other person or persons owning any portion or interest in any part of the acreage described in the Deed from Chattye Chapman et al to Gus A. Steenken et al referred to above, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, and to prevent him or them from so doing or to recover damages or other relief for such violations, or both. The failure at any time to enforce said restrictions and covenants by any person having the right to enforce the same, whether such violations are of knowledge or not, shall not constitute a waiver or estoppel of his right to do so at any time such violations shall continue to exist.

12. Invalidity of any of these covenants or restrictions by judgment of any court of law shall in no wise affect any of the other provisions or restrictions, which shall remain in full force and effect.

FILED FOR RECORD

1984 OCT -4 PM 3:03

*James S. Boyington*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this instrument was FILED  
on the date and at the time stamped hereon  
by me; and was duly RECORDED in the Volume  
and Page of the named RECORDS of Williamson  
County, Texas, as stamped hereon by me, on



OCT 5 1984

*James S. Boyington*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

EXHIBIT