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RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF MILAM

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WHEREAS, Charles R. Caffey and Lee Roy Caffey own and are subdividing a tract or parcel of land out of the S. C. Robertson Survey, containing 171.129 acres of land, to be more commonly known as Elm Creek Estates, and being more particularly described as follows:

Attached hereto as "Exhibit A" to which reference is here made for all purposes.

WHEREAS, in connection with said property, Charles R. Caffey and Lee Roy Caffey desire that any and all property hereinafter conveyed shall be made subject to the following covenants, conditions, stipulations and restrictions:

For the purpose of creating and carrying out a uniform plan and the improvement and sale of the property described above the following restrictions upon the use of said property and hereby established and adopted, subject to the provisions hereof, shall be made a part of each and every contract and deed executed by or on behalf of Charles R. Caffey and Lee Roy Caffey, their successors and assigns, by appropriate reference to this instrument, and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each and every part of the above described property, and same shall constitute covenants running with the land and shall be binding upon and shall insure to the benefit of Charles R. Caffey and Lee Roy Caffey and their successors and assigns and all subsequent purchasers of said property or any part thereof, and each such purchaser, by virtue of accepting a contract or deed covering such property, or any part thereof, shall be subject to and bound by such restrictions, covenants and conditions, and by the terms of this instrument as hereinafter set forth.

1. No building or other structure shall be used, erected

or maintained on the premises for any business or commercial purpose whatsoever.

2. No structure of any type shall be constructed, placed or altered on any tract until plans, specifications and location of the structure have been approved by the Property Improvement Committee (as herein constituted). The standards for approval for such structures will be in compliance with these restrictions, and good quality of materials and workmanship. Structure as used herein shall be held to include residences and outbuildings. Mobile Homes and campers shall not be permitted to be placed on the said tracts as a residence.

3. The design, materials and workmanship in all buildings shall be in conformity with standards in common use with builders of good quality houses. No structure shall remain unfinished on the outside 180 days after construction begins. The ground floor area of all residences, exclusive of open porches and garages, shall be not less than 1,000 square feet.

4. No noxious or offensive activity shall be carried on upon any tract or shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

5. No more than one (1) head of livestock per acre, or cow-calf unit per acre, shall be pastured on the lands herein conveyed. No commercial chicken or swine operations may be kept on the premises.

6. Toilet facilities of all residences shall be installed inside the residence and shall be connected, before use, with a septic tank, provided by the owner of said tract. Such sewage disposal systems shall be in accordance with requirement of the State Department of Health and shall be subject to the inspection and approval of the Health Office of Milam County, Texas. The drainage of septic tanks into a road, street, or any public ditch is prohibited.

7. The owners or occupants of all tracts in the above described property shall not permit the accumulation of garbage, junk cars or trucks, or other vehicles, or parts of vehicles, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any tract in Elm Creek Estates in observing the above requirements, or any of them, Seller may after having given due notice in writing to the owners of said tracts, without liability to the owner or occupant, in trespass or otherwise, enter upon said tract and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such tract for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any tract in Elm Creek Estates to pay such statement immediately upon receipt thereof.

8. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any tract without the consent in writing of the Property Improvement Committee. The undersigned or members of the Committee shall have the right to remove any tract without such consent and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

9. No boats, trailers, trucks, tractors, wagons or boat rigging shall ever be parked or placed (except temporarily) on the street.

10. A utility easement is reserved for constructing, maintaining and repairing of systems to provide electricity, telephone service, and water to said area and the inhabitants thereof 10 feet in width and adjacent to the County Road lines and property lines adjoining each tract or parcel in this subdivision. Neither Developer nor any utility company using

the easements or rights-of-way shall be liable for any damages done by either of them or their assigns, agents, employees or servants to shrubbery, trees, flowers or other property of any owner situated on the land covered by the easements or adjacent to said right-of-way.

11. The Property Improvement Committee shall be composed initially of Charles R. Caffey and Lee Roy Caffey. After fifty-five (55) per cent of the tracts in the Elm Creek Estates have been conveyed by deed, the then owners may appoint a committee composed of three members owning tracts in Elm Creek Estates to replace the membership of the initial committee or may, in its discretion, before fifty-five (55) per cent of the tracts have been conveyed by deed, appoint three members to replace them on the committee. Each owner shall be entitled to one vote for each tract to which he then holds record title.

12. After fifty-five (55) per cent of the tracts in the complex have been conveyed by deed, then, either on their own motion or in the event ten or more tract owners so request, the undersigned may arrange for the initial election of the members of a committee to replace those named herein. At any time after one year from the next preceding election, the committee for any election for the removal or replacement of committee members--either in its own discretion, or when so requested in writing by ten or more tract owners, may elect a new committee. The initial election or any subsequent election shall be governed by the following rules:

Written notice of such election, given by actual notice or by addressing such notice by mail to the last known address of each addressee at least two weeks prior to such election, shall be given to each of the then tract owners in Elm Creek Estates. Certifications as to the mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be evidenced by written ballot and the ballot shall be

retained for at least one year after such election. Vacancies occurring between elections may be filled by the remaining members of the committee.

13. The Property Improvement Committee shall have the following powers and functions:

A. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner in Elm Creek Estates).

B. Approve or reject plans and specifications for improvements to be erected in the Elm Creek Estates. All plans and specifications for improvements must be submitted to the committee for approval prior to the commencement of construction of any such improvement. If the committee fails to act within thirty days (30) after submission to it of plans and specifications, construction in accordance with these restrictions may begin.

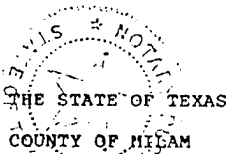
14. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation of proposed violation or to recover damages. Such enforcement may be by the owner of any tract in said Elm Creek Estates.

15. The restrictions and covenants herein set forth shall continue and be binding on Charles R. Caffey and Lee Roy Caffey, their successors and assigns, for a period of thirty (30) years from date this instrument is filed for record in the office of the County Clerk of Milam County, Texas, and shall automatically be executed thereafter for successive periods of ten (10) years unless the then owners of a majority of the tracts vote otherwise, such action to be evidenced by written instrument signed and acknowledged by the then owners of a majority of the tracts and recorded in the County Clerk's office in Milam County, Texas.

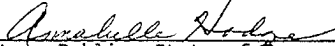
EXECUTED this the 16th day of July, A. D., 1985.


CHARLES R. CAFFEY


LEE ROY CAFFEY

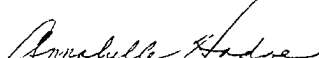


X
X
X
This instrument was acknowledged before me on July 16,
by Charles R. Caffey.


Notary Public, State of Texas
Notary's Printed Name: Annabelle Hodge
My Commission Expires: May 16, 1988



X
X
X
This instrument was acknowledged before me on July 16,
by Lee Roy Caffey.


Notary Public, State of Texas
Notary's Printed Name: Annabelle Hodge
My Commission Expires: May 16, 1988

After Recording Return To:
ELLETT, CAMP, MAGRE, GLASER
& HUMBLE, P. C.
P. O. Box 386
Rockdale, Texas 76567

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"EXHIBIT A"

FIELD NOTES FOR CHARLES & LEE ROY CAFFEY

July 1985

BEING a 171.129 acre Parcel or Tract of land lying and being situated in Milam County, Texas, a part of the S.C. Robertson Survey, Abstract #52, and out of and a part of a tract of land described by deed as a 35 acres and a 25.7 acres and 63.794 acres by deed of record in Volume 359. Page 70-75 of the deed records of Milam County, Texas, and a 140 acre tract, Volume 230. Page 70-72 subject to easements recorded in Volume 338, Page 441, and Volume 276, Page 374, and Volume 276, Pages 230-232, and determined to be 294.871 acres by resurvey in March, 1984, and more fully described by metes and bounds as follows:

BEGINNING at the N.W. Corner of said 294.871 acre Tract of land, and an iron rod set in the South line of County Road #304, and the N.W. Corner and PLACE OF BEGINNING of this

THENCE, N 69°49'02" E 1424.52 feet along the South line of said County Road, and the North line of said 294.871 acre Tract of land, and the North line of this to an angle point and an iron rod set, and N 53°03'04" E 111.21 feet to an iron rod set and an angle point, at the intersection of the south line of County Road #304 and the South line of F.M. Road #908, and S 59°14'42" E 1606.53 feet along the South line of F.M. Road #908 to an iron rod set, and the N.E. Corner of Tract #29, and the N.E. Corner of this,

THENCE, along the East line of this the following courses; S 41°17'38" W 1270.57 feet to an iron rod set and an angle point, and a turn to the South S 19° E 2556.79 feet to an iron rod set, and the S.E. Corner of this,

THENCE, S 71° W 1464.33 feet along the South line of this to an iron rod set in the West line of said 294.871 acre Tract of land, and the S.W. Corner of this,

THENCE, N 19° W 4348.99 feet along the West line of said 294.871 acre Tract of land, and the West line of this, to the PLACE OF BEGINNING and containing 171.129 acres of land.

I, Arlee Roland, a registered public surveyor, do hereby certify that the survey was made on the ground by me of the property legally described hereon and is correct and that there are no apparent discrepancies, conflicts, shortages of area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in place except as shown hereon, and that the property has access to and from a dedicated roadway except as shown hereon.

Arlee Roland

Arlee Roland
Registered Public Surveyor

FILED FOR RECORD

11 40 o'clock A M.
19 day of July 19 85
WILLIE MAE WIESER
County Clerk, Milam County, Texas
By *Barbara Vanna*
Deputy



STATE OF TEXAS }
COUNTY OF MILAM }

I, WILLIE MAE WIESER, Clerk of the County Court of Milam County, Texas, do hereby certify that the foregoing instrument of writing was duly recorded this 19 day of July, A.D. 19 85, at 2 o'clock P. M., in the official Records of said County, in Volume 539, Page 666.
Witness my hand and seal of the County Court of Said County at Office in Cameron on the day of the year last above written:

By *Barbara Vanna* Deputy Clerk, County Court, Milam County, Texas

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