

FLAG CREEK OAKS UNITS NO. 1, 2 & 3

-RESTRICTIONS-

1. No tract with Flag Creek Oaks Unit No. 1, 2, or 3 may be subdivided by any owner after purchase except with written approval by SELLER, its heirs, successors or assignees.
2. No improvements shall be erected or constructed on any lot in Flag Creek Oaks Unit No. 1, 2, or 3 nearer than 25 feet to the front property line nor nearer than 10 feet to the side property line.
3. All garbage, trash, and unsightly rubbish shall be promptly removed and not permitted to remain on any tract in Flag Creek Oaks Unit No. 1, 2, or 3. No outside incinerators will be permitted.
4. No commercial lease hunting shall be permitted on any tract in Flag Creek Oaks Unit No. 1, 2, or 3.
5. No noxious, offensive, unlawful or immoral use shall be made of the premises. All covenants and restrictions shall be binding upon the PURCHASER or his successors, heirs, assigns. Said covenants and restrictions are for the benefit of Flag Creek Oaks Unit No. 1, 2, or 3.
6. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without written permission of the SELLER.
7. All lots are subject to easements and restrictions of the record and are subject to any applicable zoning rules and regulations, and any mineral reservations of record in Llano County Deed Records.
8. All lots and every part thereof are restricted to single family residential uses exclusively and none of said property shall be used for business or commercial purposes, except for raising livestock as hereinafter restricted.
9. No dwelling house shall be constructed upon any tract in this addition, which contains less than 1200 square feet of living area, exclusive of garages, carports and porches, and all dwelling houses, except as hereinafter set forth, shall have masonry construction or brick,

rock, or stucco veneer covering not less than 70% of the exterior wall area. The exterior wall area shall not include the area occupied by entrance doors, windows, garage doors or gables. The SELLER reserves the right to approve other forms of construction such as log construction or other types of construction. All residences must be completed within fifteen (15) months after the construction has begun.

10. Only new construction materials (except for used brick or stone) shall be used in construction of any residence situated on a lot.

11. No more than one (1) animal unit (AU) per four acres shall be permitted on any tract of Flag Creek Oaks Unit No. 1, 2, or 3, except however, this restriction shall not apply to animals which are used in a 4H or FFA Youth Project and except further, should the owner plant improved grasses, then this restriction in regard to the area covered by the improved grasses shall provide that no more than one (1) animal unit (AU) per two acres shall be permitted on that portion of any tract of Flag Creek Oaks Unit No. 1, 2, or 3, that is planted in improved grasses. Animal unit as used herein shall have the same definition as used in normal soil conservation practices in Llano County. No livestock feed lots shall be permitted on any tract of Flag Creek Oaks Unit No. 1, 2, or 3. No commercial poultry farms, poultry house or commercial poultry operation, including but not limited to chickens, turkeys, emus, rheas or ostriches shall be permitted on any tract of Flag Creek Oaks Unit No. 1, 2, or 3. No swine except for swine used in 4H or FFA Youth Projects shall be permitted on any tract of Flag Creek Oaks unit No. 1, 2, or 3.

12. Every dwelling constructed upon said property shall be provided with sanitary, indoor plumbing and no permanent outdoor privies shall be permitted.

13. No trailer, trailer house, double-wide trailer, modular home, tent, shack, garage apartment or servant's quarters shall ever be used as a dwelling, temporary or permanent, in evasive of these restrictive covenants and conditions; except that during the construction period of owners' residences such items may be used as a temporary dwelling.

14. No shack, trailer, trailer house, double-wide trailer, modular home, or tent shall ever be placed upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the premises provided that they are not used for dwelling purposes, except during the construction period of owners' residences.

15. No dwelling house or other structures shall be moved upon the premises from outside said subdivision, except with the express consent of SELLER.

16. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.
17. No noxious or offensive activity shall be permitted upon any tract nor shall anything be done thereon which may be or may become the annoyance or nuisance to the neighborhood such as a secondary business as auto mechanic, repair shop, or salvage yard.
18. No rodeo or other sport arenas, either public or private shall be permitted on any tract of Flag Creek Oaks Unit No. 1, 2, or 3.
19. No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period. The SELLER may erect a sign of a larger size to advertise the development as long as there remains any unsold tracts in the development.
20. No inoperative vehicles shall remain parked on the premises for longer than thirty (30) days.
21. All outbuildings such as tool sheds, storage houses, trailer ports, etc. shall have the exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.
22. No residence shall be occupied until construction of the interior and exterior of the residence is completed.
23. Each owner of a tract in the subdivision shall keep said property clean and neat in appearance and free of litter at all times.
24. The covenants and conditions set forth above shall be covenants running with the title of any tract.
25. Before beginning construction of a residence the plat plans, building plans and specifications therefore need to be submitted to SELLER or their nominees for their prior written approval.
26. SELLER shall have the right to run cattle on all tracts until the tracts have been fenced by BUYER with a cattle proof fence.

27. BUYERS are advised that if they change the use of the property they will be liable for roll back taxes as the law provides.

28. Property owners shall not dump any litter, unsightly rubbish, any household garbage, refuse or dead animals into or near Flag Creek.

29. There shall be reserved in favor of all owners of tracts in Flag Creek Oaks Unit No. 1, 2, or 3 utility easements for electricity, telephone, water lines, or gas lines on ten feet either side of all tract lines.

30. In regards to the owners of Lots Nos. 13, 14, 15, 16, _____ and _____ each owner will be assessed a monthly charge not to exceed \$15.00 per month unless changed by Tract Owner's Association beginning _____, for road maintenance for the private road which serves the aforesaid five lots. Said sums shall be originally paid to Sellers but sellers, at their election, may transfer said right to collect said assessment to the owners of the above five tracts as a property owners' association, whereupon said assessment shall be paid to the property owners' association. If any owner fails to pay any road maintenance charge when due such charge shall constitute a lien in favor of the party to whom payable.

31. In regards to the owners of Lots Nos. 10, 11, 12, and 25 each owner will be assessed a monthly charge not to exceed \$15.00 per month unless changed by Tract Owner's Association beginning _____, for road maintenance for the private road which serves the aforesaid four lots. Said sums shall be originally paid to Sellers but sellers, at their election, may transfer said right to collect said assessment to the owners of the above five tracts as a property owners' association, whereupon said assessment shall be paid to the property owners' association. If any owner fails to pay any road maintenance charge when due such charge shall constitute a lien in favor of the party to whom payable.

If any tract owner shall violate or attempt to violate any of the restrictive covenants and conditions herein, any owner of any property in the subdivision may prosecute any proceeding at law or in equity against such owner violating or attempting to violate any such restrictive covenants and conditions, either to prevent it or them from doing so and/or to recover damages or other dues for such violation. Failure to enforce any covenant or restrictive herein contained shall in no event be deemed a waiver of the right to do so thereafter. Sellers may but shall not be obligated to enforce these restrictions.

At such time as Seller notifies tract owners in writing that Seller no longer desires to exercise the rights herein reserved to Seller then the tract owners shall elect a Tract Owner's

Association with each tract of Flag Creek Oaks Unit No. 1, 2, or 3, to have one vote and with the Tract Owner's Association then to have all rights and obligations herein reserved to Seller. The Tract Owner's Association shall have the specific right when formed hereunder, among other rights, to change the monthly road assessment amount.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other restrictive covenants and conditions which shall remain in full force and effect.

FILED FOR RECORD
AT 2:45pm

SEP 25 2001

BETTE SUE HOY CO CLK.
LLANO CO. TEXAS
BY [Signature] DEPUTY
Dooley 2500

THE STATE OF TEXAS****COUNTY OF LLANO
I, HEREBY CERTIFY THAT THE INSTRUMENT WAS
FILED ON THE DATE AND TIME STAMPED HEREON BY
ME AND WAS DULY RECORDED IN VOL. 1133
PAGE 206-214, OF THE OFFICIAL PUBLIC RECORDS
OF REAL PROPERTY OF LLANO COUNTY, TEXAS ON
25 DAY OF Sept, 2001.



Bette Sue Hoy
BETTE SUE HOY, COUNTY CLERK
LLANO COUNTY, TEXAS