

P A R K V I E W   A C R E S

- RESTRICTIONS -

Lot No. 1 is to be conveyed to Llano County and used only for parking.

1. Lots Nos. 23, 24, 25, and 44 are hereby designated as business lots, but may also be used for residential purposes. If used for commercial lots, the nature and purpose of the business use shall first be approved in writing by SELLER, their assigns or designee. SELLER reserves the right to subdivide Lot No. 34 and apply any covenants, conditions, easements, regulations or reservations to said Lot No. 34, when and if so subdivided.

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 residential lot in PARKVIEW ACRES and must consist of at least 25% masonry construction on outside. Neither light-weight or heavy concrete blocks nor structural clay tile shall be classified as masonry. No garage or other building may be erected except simultaneously with or subsequent to erection of residence. The exterior of all buildings must be completed not later than six months after laying foundations and no structure or house trailer of any kind may be moved on the property. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plat plans, and external design have first been approved in writing by the SELLER, or by such nominee or nominees as they may designate in writing.

3. The SELLERS reserve the right to subdivide any lot in PARKVIEW ACRES. No lot may be subdivided by an owner after purchase except with written approval by SELLERS, their heirs or assignees. Any lot so subdivided will carry the same restrictions as the original lot.

4. No improvements shall be erected or constructed on any lot in PARKVIEW ACRES nearer than 40 feet to the front property line nor nearer than 10 feet to the side property line, except in the case of corner lots; no improvements shall be erected or constructed within 15 feet of the side property lines adjacent to streets.!

5. 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. Before any work is done pertaining to the location of utilities, approval of said location must be first obtained from the SELLER. No advertising or "For Sale" signs shall be erected on PARKVIEW ACRES without written approval of SELLERS, their assigns or designee.

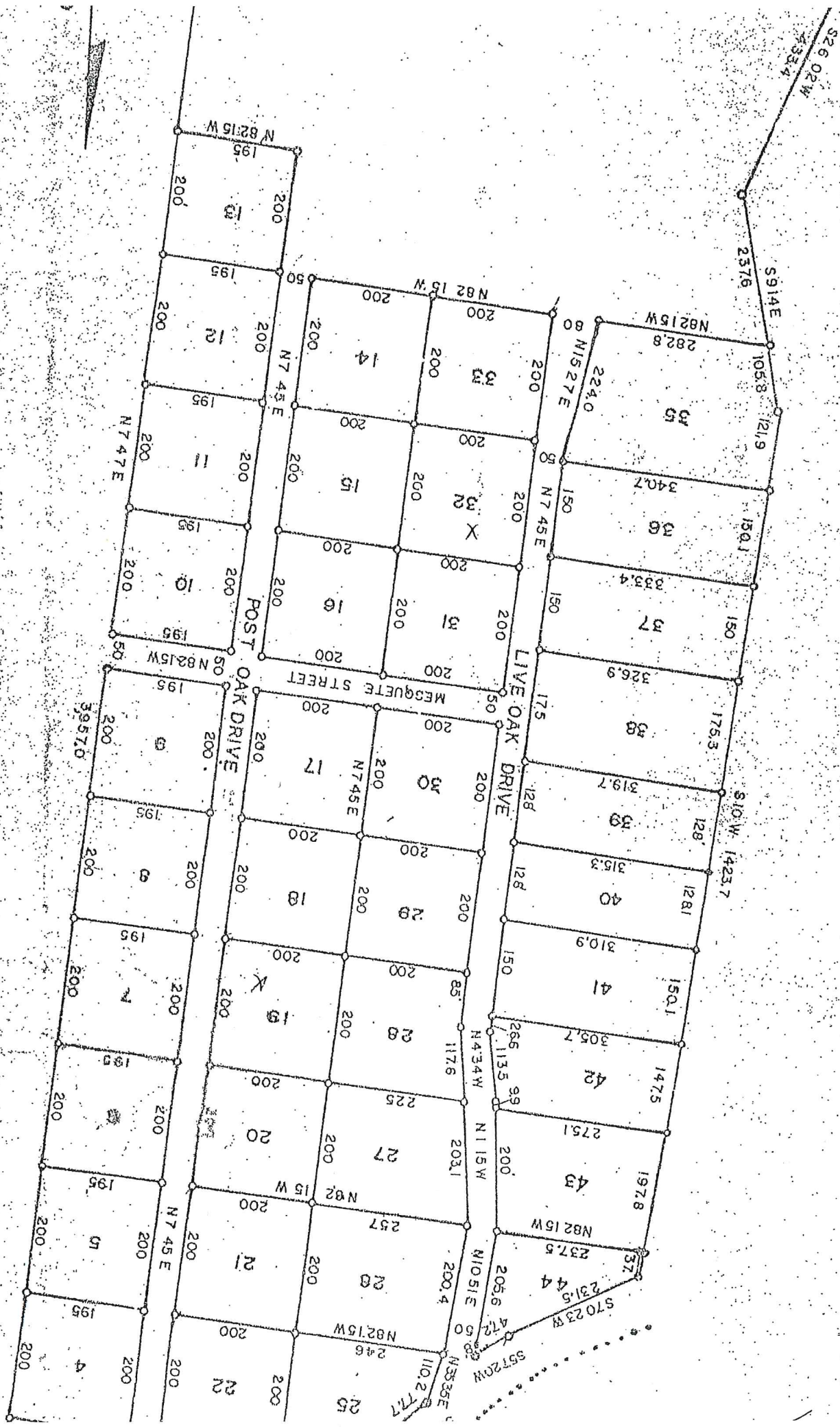
6. No animals or fowls except household pets shall be kept or maintained on any lot in PARKVIEW ACRES.

7. All garbage, trash, and unsightly rubbish shall be promptly removed and not permitted to remain on any lot in PARKVIEW ACRES. No outside incinerators will be permitted.
8. No hunting or firing of firearms shall be permitted on PARKVIEW ACRES.
9. An assessment of \$15.00 per lot per year shall run against each lot in said subdivision for the maintenance of streets and upkeep of subdivision, or any improvements that may be provided at the election of the owners of said subdivision, their heirs, or assigns, for the benefit of the subdivision. Such assessment shall be, and is hereby secured by a lien on each lot respectively and shall be payable to the SELLER at the office of Virdell Drilling Inc., 111 E. Grayson St., Llano, Texas, on the 1st day of June of each year, commencing on June 1st, 1974, or to such other person as SELLER may designate by instrument of writing filed of record in the office of the County Clerk of Llano County. At such time, that 80% of the lots in PARKVIEW ACRES have been sold, and at the election of the SELLERS, their heirs or assigns, a property owners' association may be formed by the majority vote of the then owners of lots, excluding those held by the SELLER, and the assessment provided for in Section 9 hereof will be turned over to the association by the SELLER.
10. 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, and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.
11. 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.
12. The SELLER reserves to itself, its successors and assigns, an easement or right-of-way over a strip along the side, front, and rear boundary lines of the lot or lots hereby conveyed for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage, and sewage, and any appurtenance to the supply lines therefor, including the right to remove and/or trim trees, shrubs, or plants. 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 lots with no obligation to the SELLER and to supply such service.
13. All lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations, and any mineral reservations of record in Llano County Deed Records.
14. SELLER has entered into a contract with Virdell Drilling Inc. whereby the latter has agreed to lay and install water mains within the subdivision known as PARKVIEW ACRES, and SELLER has given and granted a lien on each lot in said subdivision in favor of Virdell Drilling Inc. in the amount of \$2.50 per front foot of each lot in said subdivision, with the provision that the PURCHASER of any lot from SELLER shall pay to Virdell Drilling Inc. \$2.50 per front foot of each lot for the right to connect to the basic water system to be installed by Virdell Drilling Inc., which assessment shall be payable as follows:



The portion of the down payment for said lot as \$2.50 per front foot bears to the total purchase price of said lot: and thereafter Virdell Drilling Inc. shall be entitled to receive out of each payment made on said lot the same proportion of the said payment until the full amount of \$2.50 per front foot is paid to Virdell Drilling Inc., which said payment of \$2.50 per front foot on each lot shall be in full satisfaction of the lien against each said lot in favor of Virdell Drilling Inc. Contract pertaining to said water system is dated June 1, 1965, and is described in contract of record in Llano County Deed Records, which said contract, and the record thereof, is here referred to and incorporated herein the same as if copied herein in full. This contract is made expressly subject to said contract and its terms and the liens therein given to secure the payment of said \$2.50 per front foot of each lot. PURCHASER of lot shall not be entitled to connect to said water system until the said \$2.50 per front foot, plus interest, has been paid in full, and SELLER shall in no way be responsible for water or said system. Virdell Drilling Inc. shall not be required to make water available to lot owners in PARKVIEW ACRES until thirty (30) days after a request has been made therefor in writing by such lot owner, after such system is installed, and the full payment made as called for herein.

Invalidation of any one of these covenants or restrictions by judgments of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.





# STATE OF TEXAS COUNTY OF LLANO PARKVIEW. ACRES

OWNERS  
D.J. DUNCAN & W.D. BRANSFORD

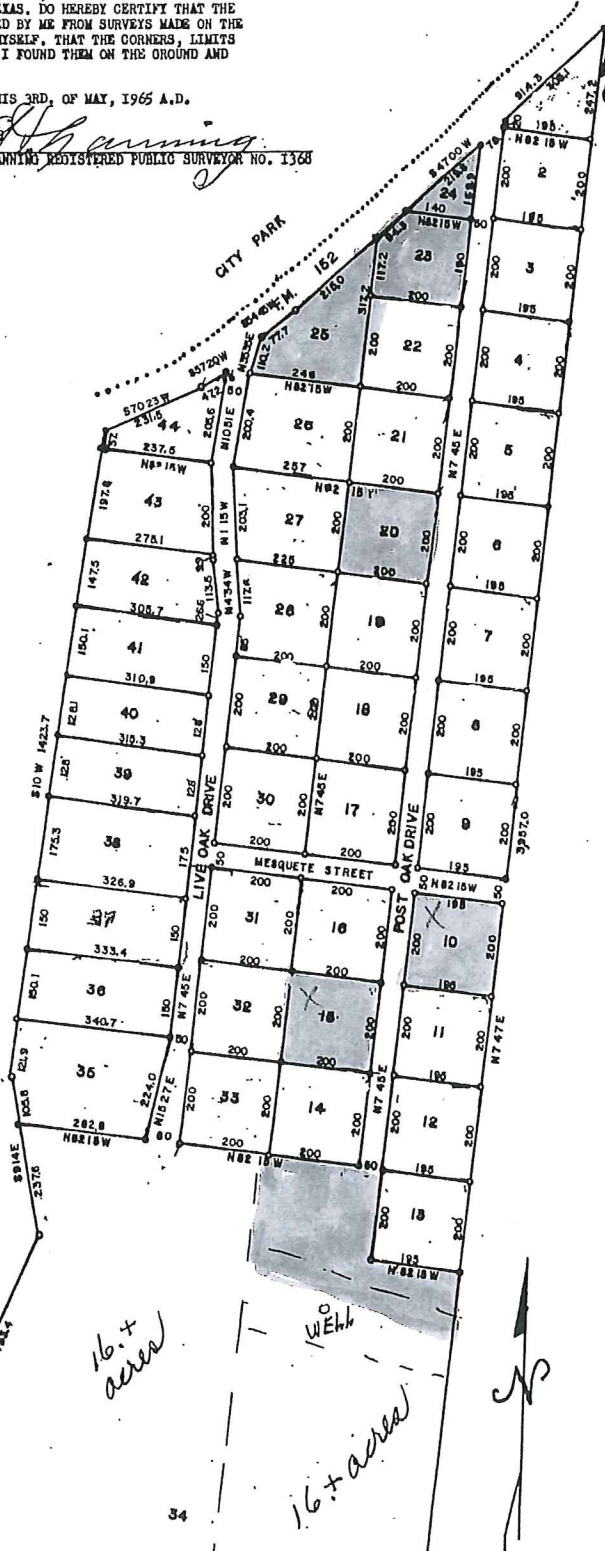
APRIL - 1965

STATE OF TEXAS  
COUNTY OF LLANO  
I, E.H. LANNING, REGISTERED PUBLIC SURVEYOR  
1368 IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE  
Said PLAT WAS PREPARED BY ME FROM SURVEYS MADE ON THE  
AND BY B.L. ENDERLE AND MYSELF, THAT THE CORNERS, LIMITS  
BOUNDARIES ARE JUST AS I FOUND THEM ON THE GROUND AND  
I THEM HEREBY.

WESS MY HAND AND SEAL THIS 3RD, OF MAY, 1965 A.D.



E.H. Lanning  
REGISTERED PUBLIC SURVEYOR NO. 1368



STATE OF TEXAS  
COUNTY OF LLANO  
MAY 3RD 1965  
FIELD NOTES OF THE PERIMETER OF PARKVIEW ACRES, ABOUT 2 1/2 MILES  
WEST OF THE CITY OF LLANO, TEXAS.

BEING 78.95 ACRES OF LAND, MORE OR LESS, OUT OF AND A PART OF  
THE DANIEL T. FITCHETT LEASE AND LABOR SURVEY NO. 220,  
ABSTRACT NO. 205, AND BEING A PART OF AN 83.9 ACRES TRACT OF  
LAND CONVEYED BY J.L. DUNCAN, ET AL., TO MRS. BEATRICE HARBORE  
BY DEED OF RECORD IN VOLUME 64, PAGES 618, ET SEQ., OF THE DEED  
RECORDS OF LLANO COUNTY, TEXAS AND A PART OF A 142 ACRES TRACT  
OF LAND THAT WAS CONVEYED BY EDNA FINLAY, ET AL., TO WALTER D.  
ROBERTS BY DEED OF RECORD IN VOLUME 81, PAGES 326, ET SEQ., OF  
THE DEED RECORDS OF LLANO COUNTY, TEXAS, SAID 78.95 ACRES TRACT  
OF LAND ALSO BEING A PART OF WHAT WAS FORMERLY LAKEVIEW  
ADDITION TO THE TOWN OF LLANO, AS PER PLAT THEREOF IN VOLUME  
V, PAGE 556, LLANO COUNTY DEED RECORDS, SAME HAVING BEEN  
CONVERTED INTO ACREAGE, PURSUANT TO AN ORDER OF THE  
COMMISSIONER'S COURT OF LLANO COUNTY, TEXAS, AS PROVIDED BY  
LAW, SAID 78.95 ACRES OF LAND HEREBY CONVEYED BEING DESCRIBED  
BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING AT A FENCE CORNER POST IN THE WEST LINE OF SURVEY  
NO. 220, DANIEL T. FITCHETT, AT ITS INTERSECTION WITH THE  
SOUTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 29, BEING A POINT  
ABOUT 1229.1 FT. S. 10 DEG. W. OF THE N.W. CORNER OF SURVEY  
NO. 220;

THENCE WITH FENCE S. 10 DEG. W. 1423.7 FT. TO A FENCE CORNER;

THENCE WITH FENCE S. 9-14 E. 343.4 FT. TO A FENCE CORNER POST;

THENCE S. 26-02 W. 433.4 FT. TO A FENCE CORNER IN WEST LINE  
OF SURVEY NO. 220;

THENCE S. 10 DEG. W. 766.5 FT. TO A FENCE CORNER POST FOR THE  
S.W. CORNER OF THIS TRACT OF LAND, IT BEING THE S.W. CORNER  
OF THE AFORESAID 83.9 ACRE TRACT OF LAND;

THENCE WITH FENCE S. 80 DEG. E. 1098 FT. TO THE S.E. CORNER  
OF THE AFORESAID 83.9 ACRE TRACT OF LAND AND THE S.W. CORNER  
OF THE AFORESAID 142 ACRE TRACT OF LAND;

THENCE N. 7-15 E. 3957 FT. TO AN IRON PIN IN FENCE ON THE S.E.  
RIGHT-OF-WAY LINE OF F.M. HIGHWAY NO. 39;

THENCE WITH FENCE ON THE SAID RIGHT-OF-WAY LINE S. 47 DEG. W.  
914.3 FT.; S. 51-45 W. 77.7 FT.; S. 57-20 W. 183.1 FT.; S.  
70-23 W. 231.5 FT. TO THE PLACE OF BEGINNING, AS RUN OUT AND  
SURVEYED BY B.L. ENDERLE, LICENSED STATE LAND SURVEYOR ON  
FEBRUARY 8th, 1965.

THE STATE OF TEXAS  
COUNTY OF LLANO  
WE, D.J. DUNCAN AND W.D. BRANSFORD OF LLANO  
COUNTY TEXAS, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS  
SHOWN ON THE ANNEXED MAP AND PLAT, BEING THE PARKVIEW ACRES,  
SHOWN HEREON, DO HEREBY IN ALL THINGS APPROVE AND ADOPT SUCH  
MAP AND PLAT OF SUCH SUBDIVISION AND DO HEREBY DEDICATE THE  
STREETS, ALLEYS, PASSAGEWAYS AND PARKS THEREON SHOWN TO THE  
USE OF THE PUBLIC FOREVER.

WITNESS OUR HAND THIS THE 3 DAY OF MAY, 1965 A.D.

D.J. Duncan  
D.J. DUNCAN

W.D. Bransford  
W.D. BRANSFORD

STATE OF TEXAS  
COUNTY OF LLANO  
I, R.P. McWILLIAMS, COUNTY JUDGE OF LLANO  
COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ATTACHED MAP AND  
PLAT OF PARKVIEW ACRES, A SUBDIVISION IN LLANO COUNTY, TEXAS  
AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT  
OF LLANO COUNTY, TEXAS AND BY THE SAID COMMISSIONERS COURT,  
DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 3 DAY OF  
May 1965 A.D.

R.P. McWilliams  
NOTARY PUBLIC-LLANO COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF LLANO  
I, R.P. McWILLIAMS, COUNTY JUDGE OF LLANO  
COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ATTACHED MAP AND  
PLAT OF PARKVIEW ACRES, A SUBDIVISION IN LLANO COUNTY, TEXAS  
AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT  
OF LLANO COUNTY, TEXAS AND BY THE SAID COMMISSIONERS COURT,  
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