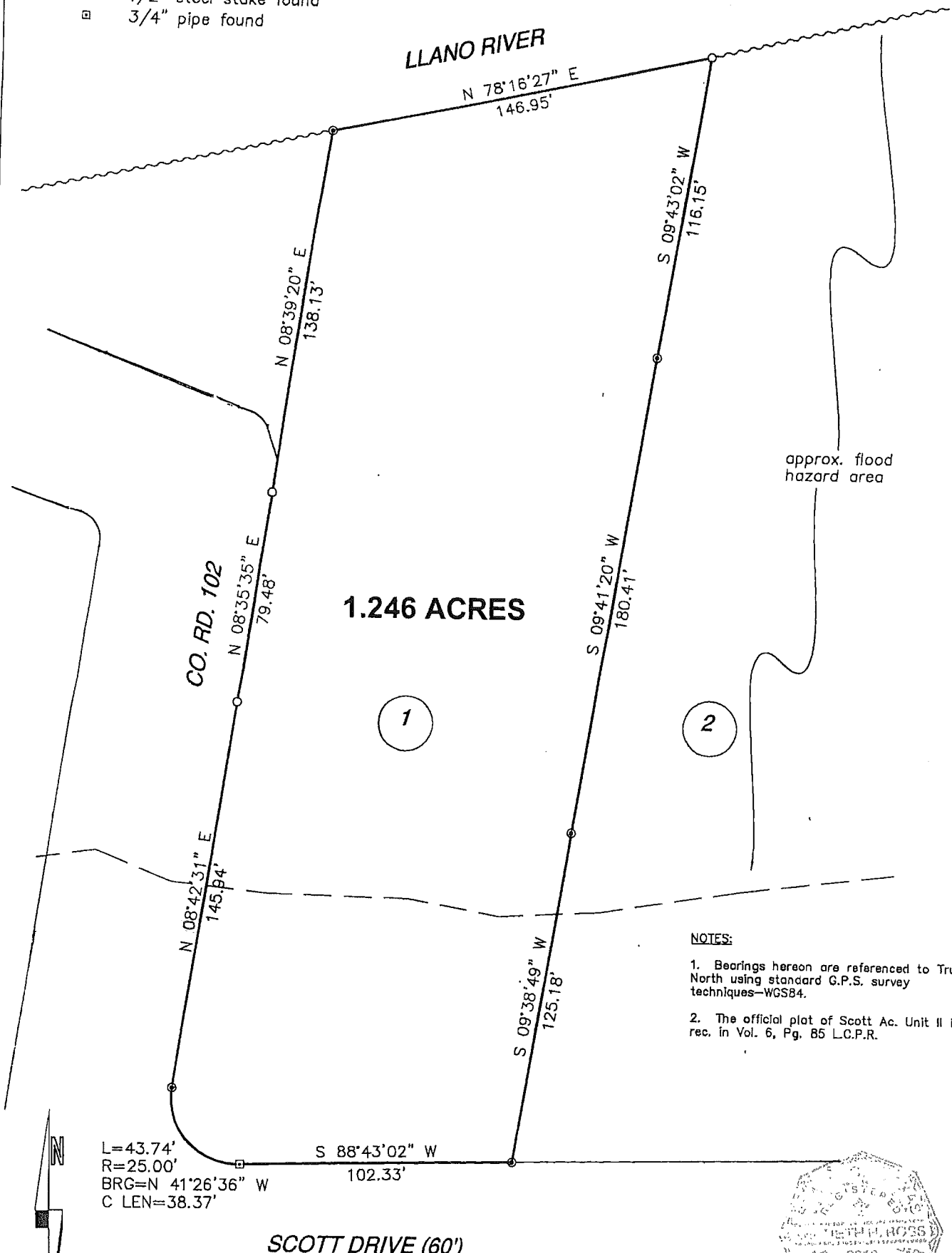


PLAT SHOWING A SURVEY OF LOT NO. 1, SOCTT AC. UNIT II, LLANO COUNTY, TEXAS

- 1/2" steel stake set
- ⊙ 1/2" steel stake found
- 3/4" pipe found



THE STATE OF TEXAS,

COUNTY OF LLANO

KNOW ALL MEN BY THESE PRESENTS:

That Francis K. Scott is the owner of the following property;

Scott Acres Unit II, a subdivision in Llano County Texas, according to map or plat thereof, recorded in volume 6, Page 65, of the Llano County Plat Records;

and such Owners desire to adopt a plan for the development of the subject property which will be binding upon it, and its successors and assigns in title, to the land in said subdivision;

NOW, THEREFORE, for and in consideration of the mutual benefits to the owner and future owners of the above described property, hereinafter subject to the following restrictive covenants, to-wit:

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1. All tracts in said subdivision shall be used for residential purposes only and no commercial enterprise of any kind or character shall be carried on any of such tracts, herein sometimes referred to as "residential tracts".
2. Except as hereafter provided, no more than one single-family dwelling shall be erected, altered, placed or permitted to remain on any tract. All dwelling units must contain at least 720 square feet of living area. No, houses built elsewhere and more than five years old (at the time moved) shall be moved on or permitted to remain on any tract, without the express written consent of Owner obtained in advance and filed in the Llano County Deed Records. Detached garages and workshops may be constructed on any tract so long as they are of good construction, kept in good repair and are not used as a residence. Except as hereinafter expressly provided, the term "dwelling" shall be construed to include mobile homes which (i) contain at least 720 square feet of living area, (ii) are not more than five (5) years of age at the time placed on said tract, and (iii) are completely underpinned within thirty (30) days from the date placed on the tract, such underpinning to be with new material and to be done in a neat, good and workmanlike manner.
3. Unless the plat indicates a different building set - back line, no building or mobile home of any kind shall be located on any tract nearer than 5 feet to back or side tract lines, and no building or mobile home shall be located on any tract nearer than 20 feet to any road, it being understood that the building set-back line shown on the plat, if different from the foregoing, will control; provided, however, as to any tract, Owner may waive or alter any building set-back line on any plat or in these restrictions if, in the exercise of Owner's sole judgment, such waiver or alteration is necessary to permit effective utilization of a tract of land. Any such waiver or alteration must be in writing and recorded in the Deed Records of Llano County, Texas. All dwellings placed on Subject Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.
4. Purchaser shall be responsible for fences surrounding said property to keep on live stock.
5. No live stock of any kind on any tract. No hunting shall be allowed on any tract.
6. The term "tract" as used herein shall mean a tract as shown on the aforesaid subdivision and no resubdivision of any such tract shall affect such meaning; provided, however, after October 1, 1992 any tract may be resubdivided into two or more smaller tracts resulting from any such resubdivision. Nothing herein shall be construed to affect the duration of these restrictions contained in Paragraph 9 hereof.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible. Owner Francis K. Scott has no obligation to maintain the roads shown on the plat of said subdivision.

8. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may or may not become an annoyance or nuisance. No inoperable vehicles or machinery, or vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days.

9. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same 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.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these are recorded. After such time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then owner of the tracts has been recorded, agreeing to change such covenants in whole or in part.

11. Enforcement hereof shall be by proceeding in law or in equity, against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

DATED this the 24 day of Jan., 1986

Francis K. Scott
Francis K. Scott - Owner

ATTEST:

Roberta Strayhorn

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