

6949

DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS  
OF  
FLAG CREEK RANCH SUBDIVISION

THE STATE OF TEXAS, §  
COUNTY OF LLANO. §

NAME OF DEVELOPER: M. J. Wootan and Fay Miller  
ADDRESS OF DEVELOPER: 502 Bessemer  
Llano, Texas 78643  
NAME OF OWNER: M. J. Wootan and Fay Miller  
ADDRESS OF OWNER: 502 Bessemer  
Llano, Texas 78643  
LOCATION OF SUBDIVISION: About 3.5 miles west of the town of Llano, Texas

101-245 PAGE 542  
THAT WHEREAS, M. J. WOOTAN and FAY MILLER hereinafter called the Developer are the owners of all that certain real property located in Llano County, Texas, described as FLAG CREEK RANCH SUBDIVISION, according to the plat thereof recorded in Volume 5, Page 47 of the Plat Records of Llano County, Texas.

WHEREAS, the Developer will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

Reservations and Restrictions:

- (1) All tracts, with the exception of tracts fronting on State Highway 2323, shall be used for residential purposes only and no structure shall be erected, altered, placed or permitted to remain upon such tracts other than single-family dwelling units. All tracts fronting on Highway 2323 may be used for either commercial or residential purposes. No more than one mobile or modular home shall be installed or constructed (for each two (2) acres) on any one tract.
- (2) No old, used, existing buildings or structures of any kind and no part of any old, used, or existing building or structure shall be moved onto, placed on or permitted to remain on any tract either temporarily or permanently. All construction for residential purposes on said tracts shall be new construction.
- (3) Each residential structure situated on the said tracts shall have a minimum floor area of 600 square feet exclusive of porches, stoops, open or closed carports, patios or garages. The exterior of said residence must have two coats of paint thereon unless the exterior walls consist of masonry construction. All mobile and modular homes must be factory made and at least 12 feet wide.

Used models must be in good condition and appearance. All mobile and modular homes, whether new or used, must be maintained in good condition and appearance and underpinned.

- 101-293-91-592
- (4) No noxious or offensive trade or activities shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No tract or any part of the same shall be used or maintained as a dumping ground for rubbish, trash, junk, inoperable equipment, or garbage. No soil, gravel, rock or similar materials shall be removed from any tract, and no quarrying or refining operation of any kind shall be permitted. Property owners shall be responsible for keeping adjacent streets and alleys open and free of obstructions and such streets and alleys in any tract in a neat condition at all times. No more than one head of livestock per 2 acres shall be kept on any tract, and any tract containing livestock must be fenced, provided, however, that no hogs or pigs may be kept on any tract. Poultry for the personal use of the owner may be kept only if confined in an adequate enclosure.
  - (5) No outbuilding or basement erected on any tract shall at any time be used as a dwelling, either temporarily or permanently, nor shall any trailer or shack be placed on any tract. No residence of a temporary nature shall be permitted.
  - (6) No residence or any other structure shall be located on any tract nearer to the front property line than 100 feet nor nearer to the side and back property lines than 10 feet. Easements are reserved between the set back lines and the perimeter boundary lines of each tract for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric service, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities and to cut down or trim trees or shrubs which may at any time interfere or threaten to interfere with the maintenance of such utility lines. Said easements shall carry the right of ingress from and across said premises to employees of said utilities. No fence or building shall be built on or over the ten (10') foot easement along the back of any tract.
  - (7) All waste shall be kept 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 outside toilet or privy shall be erected or maintained on any tract. All sanitary plumbing shall conform with the minimum requirements of the Health Department or Health Officer of Llano County and the State of Texas. Camping overnight is permitted if the camp site is cleaned and all camping equipment removed.
  - (8) Any culverts or drain pipes placed across, along or upon any street by any tract owner must be at least 12 inches in diameter and at least 20 feet long.
  - (9) Each tract owner shall at all times comply with all laws, ordinances and regulations pertaining thereto or governing such use.
  - (10) All tracts shall be conveyed subject to all visible and/or apparent easements on or across said property and shall be conveyed specifically subject to an easement granted to Central Texas Electric Cooperative.

- 101-28-83-544
- (11) No signs of any character shall be allowed on any residential tract except one sign of not more than six (6) square feet advertising the property for sale or rent; provided, however, Developer and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right during development and construction to construct and maintain such facilities as may be reasonably necessary for such construction and sale.
- (12) No tract shall be resubdivided in any fashion, provided, however, this restriction shall not prevent any person owning two or more adjoining tracts from consolidating such tracts into a single building site for a residence or commercial building depending on the restricted use for such tract. In such case the building setback provisions of paragraph (6) of this Declaration shall be applied to such resultant building site as if it were one original, platted tract.

(13) GENERAL PROVISIONS

- (a) The Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b) Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
- (c) The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Developer or the Owner of any tract subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by not less than 80 percent of the Tract Owners. No amendment shall be effective until recorded in the Deed Records of Llano County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.
- (d) The term "tract" as used herein means and refers to plots of land shown upon the plat and subdivision map recorded in Volume 5, page 47 of the Plat Records of Llano County, Texas. The term "tract" shall not include any common areas, streets or reserved areas on said plat.

Executed by the said Developer, this 1st day of November, 1983.

FLAG CREEK RANCH  
Developer

By: M. J. Ewerton  
M. J. Ewerton, Owner

Fay Miller  
FAY MILLER, Owner

THE STATE OF TEXAS, I  
COUNTY OF LLANO. I

This instrument was acknowledged before me on DECEMBER 1,  
1983 by M. J. WOOTAN and FAY MILLER.

L. E. ANN MYERS  
Notary Public in and for the State of  
Texas

My commission expires: 9/19/87

Name printed: L. E. ANN MYERS

TITLE PAGE

Filed 2 day of Dec. AD 1983 at 1<sup>35</sup> o'clock P. M and  
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Volume 295, page(s) 542-545, Official Public Records of Real Property -  
DEED RECORDS.

H A RASENER, Clerk, Co Court, Llano County, Texas.

Filed by Maile Allen (Deputy)