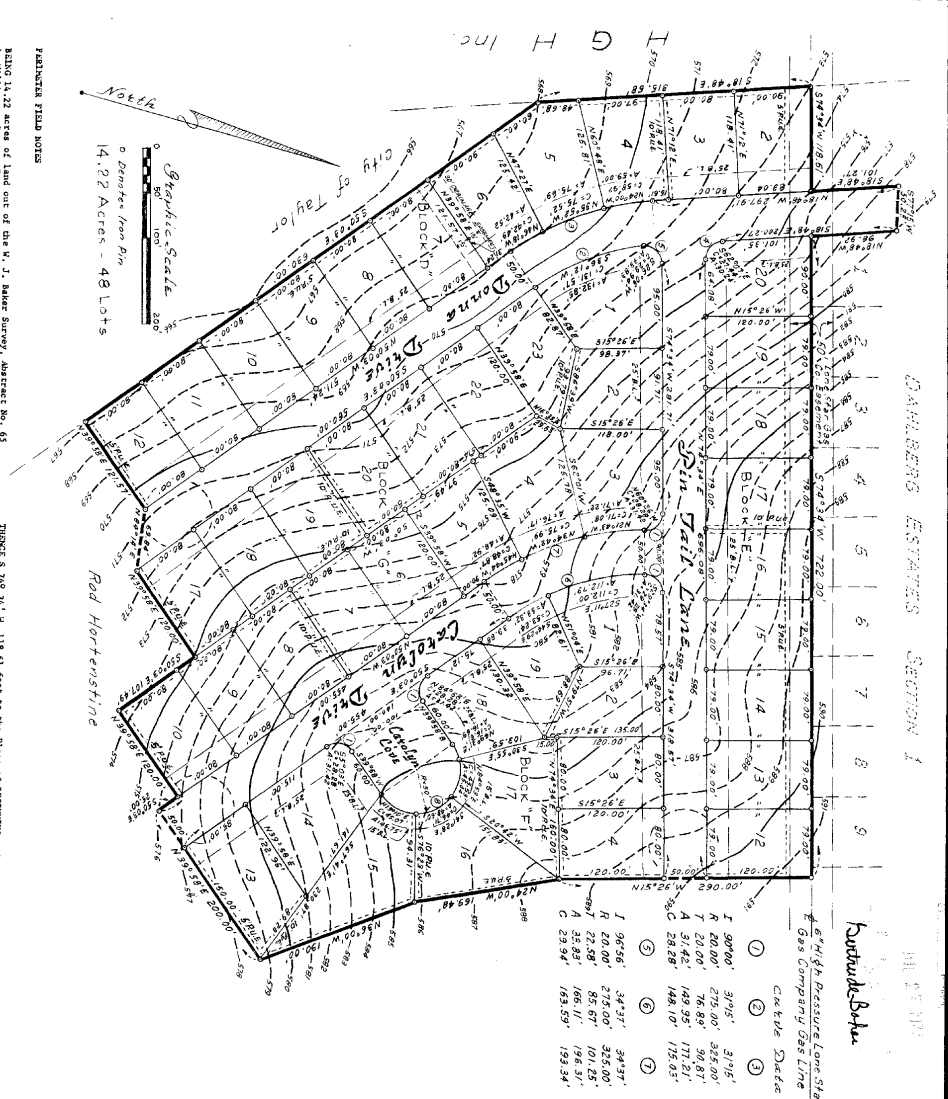


Chart "C" Slide 364

9416 1:20



Lot	Area (sq. ft.)	Area (sq. rods)	Area (acres)
1	997.00'	3195'	3196'
2	100.00'	275.00'	382.00'
3	20.00'	76.89'	98.87'
4	51.42'	149.95'	171.21'
5	28.28'	148.10'	175.05'
6	96.56'	34.37'	34.37'
7	20.00'	275.00'	382.00'
8	22.89'	85.67'	101.25'
9	32.83'	165.11'	196.31'
10	29.94'	183.59'	193.34'
11	180°00'	50.00'	50.00'
12	157°08'	100.00'	100.00'

Dahlberg Estates

Section 3, An Addition to Taylor, Williamson County, Texas

STATE OF TEXAS
 COUNTY OF WILLIAMSON
 I, **Charles H. Steger**, Registered Professional Engineer, do hereby certify that the above plat of Dahlberg Estates, Section 3, is a true and correct copy of the original plat as recorded in Volume 11, Page 13, of the Public Records of Williamson County, Texas, and that the same has been approved by me for recording on the ground under my personal supervision during the month of July, 1917, A.D.

STATE OF TEXAS
 COUNTY OF WILLIAMSON
 I, **Charles H. Steger**, Registered Professional Engineer, do hereby certify that the above plat of Dahlberg Estates, Section 3, is a true and correct copy of the original plat as recorded in Volume 11, Page 13, of the Public Records of Williamson County, Texas, and that the same has been approved by me for recording on the ground under my personal supervision during the month of July, 1917, A.D.



STATE OF TEXAS
 COUNTY OF WILLIAMSON
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STATE OF TEXAS
 COUNTY OF WILLIAMSON
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FINAL PLAT
 Dahlberg Estates, Section 3,
 An Addition to
 Taylor, Williamson County, Texas

Rod Hortensia, Owner

Steger & Bizzell, Inc. - Consulting Engineers
 Georgetown, Texas



Charles H. Steger
 Registered Professional Engineer, No. 29289
 State of Texas

STATE OF TEXAS
 COUNTY OF WILLIAMSON
 I, **Charles H. Steger**, Registered Professional Engineer, do hereby certify that the above plat of Dahlberg Estates, Section 3, is a true and correct copy of the original plat as recorded in Volume 11, Page 13, of the Public Records of Williamson County, Texas, and that the same has been approved by me for recording on the ground under my personal supervision during the month of July, 1917, A.D.

STATE OF TEXAS
 COUNTY OF WILLIAMSON
 I, **Charles H. Steger**, Registered Professional Engineer, do hereby certify that the above plat of Dahlberg Estates, Section 3, is a true and correct copy of the original plat as recorded in Volume 11, Page 13, of the Public Records of Williamson County, Texas, and that the same has been approved by me for recording on the ground under my personal supervision during the month of July, 1917, A.D.

ROD HORTENSTINE ET AL

RESTRICTIVE
COVENANTS

A portion of Dahlberg
Estates, Section III

3296

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Rod Hortenstine and wife, Kay Hortenstine, and Howard Mark Lindell, all of Williamson County, Texas, being the owners of all of Lots 6-12, both inclusive in Block D, Dahlberg Estates, Section III, and Lots 14-18, both inclusive in Block F, Dahlberg Estates, Section III, an Addition to Taylor, Williamson County, Texas, according to the map or plat of said addition of record in Cabinet C, Slide 364, Plat Records of Williamson County, Texas, a reference to which is here made for all pertinent purposes, do hereby ADOPT, MAKE, and IMPOSE upon all of said lots the following restrictions, covenants and conditions which are expressly made covenants running with the land as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling not exceeding two stories in height and a private garage for not less than two (2) cars, or one two-family dwelling or duplex not exceeding two stories in height and a private garage for each family unit of the two-family dwelling or duplex making a total of two single-car garages for each two-family dwelling or duplex. A building used for storage incidental to residential purposes may be placed or erected on the premises, provided the building is neat in appearance and of new construction.

2. No building on any lot shall be nearer than twenty-five (25) feet nor further than thirty-five (35) feet from the front line of the lot on which said building is erected, nor, in the case of inside lots, nearer than five (5) feet to any side lot line. No building or other structure erected on any corner lot shall ever be erected or constructed nearer than ten (10) feet to the property line on the side street of said lot.

3. All buildings constructed upon any lot shall be new construction and no used house or other building shall ever be moved onto any lot. The exterior of any single-family dwelling constructed shall be at least 60% masonry construction, excluding windows and doors, except dwellings exceeding one story, which shall be 60% masonry on the exterior of the first story with no requirement for masonry on the remainder of the dwelling. The ground floor area of the main structure exclusive of one-story-open porches and garages, shall not be less than 1200 square feet for a one-story dwelling nor less than 800 square feet for a two-story dwelling. The exterior of any two-family dwelling or duplex constructed shall be at least 60% masonry construction except dwellings exceeding one story which shall be 60% masonry on the exterior of the first story with no requirement for masonry on the remainder of the dwelling. The ground floor area of the main structure exclusive of one-story-open porches, but inclusive of garages, shall not be less than 900 square feet per family unit for a total of 1800 square feet for each two-family dwelling or duplex nor less than 900 square feet for the ground floor of a two story two-family dwelling or duplex.

4. No animals, livestock, or poultry of any kind shall be raised or bred on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

5. No structure of a temporary character, trailer house, mobile home, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise during construction and sales period.

8. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in or upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No fence, wall or hedge shall ever be erected, constructed or maintained forward of the front wall line of the house constructed on any lot.

Fences, walls and hedges shall be permitted on other areas of the lot, except that any fence constructed shall be either of wood masonry or chain link construction.

10. All plumbing in residences erected on any of said lots shall be connected with sanitary sewers, and no cesspools, septic tanks or outside privies shall ever be installed, erected, constructed, or placed on any of said lots.

11. No boarding house, rooming house, rest home or sanitarium shall ever be erected or maintained on any lot.

12. No part of said property shall ever be used, kept or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and same shall not be kept on said property except in sanitary containers.

13. No owner of this property or any part thereof shall use this property or any part thereof for the storage of inoperable automobiles, trucks, trailers, campers, wagons, boats, motor homes, motorcycles, tractors, or other motor vehicles, nor shall he perform repairs or maintenance on any automobile, truck, trailer, camper, wagon, boat, motor home, motorcycle, tractor, or other motor vehicle, if such repairs or maintenance will cause said vehicle to remain inoperable for more than 24 hours; provided, however, that nothing herein shall be construed to prevent the storage of any boat, boat trailer, or recreational vehicle on any of the said tracts.

14. As used herein, the word "lot" shall include not only a lot as described hereinabove but shall also include a property unit consisting of an area greater than one lot.

15. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. If any person or persons shall violate or attempt to violate these covenants, conditions, and restrictions, or any of them, it shall be lawful for any person owning an interest in any of said property, including a mortgage interest, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent or to correct such violation, and to recover damages or other relief for such violation.

17. Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

WITNESS OUR HANDS this the 23rd day of January, 1978.

Rod Hortenstine
Rod Hortenstine

Kay Hortenstine
Kay Hortenstine

Howard Mark Lindell
Howard Mark Lindell

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

BEFORE ME, the undersigned authority, on this day personally appeared Rod Hortenstine, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of January, 1978.

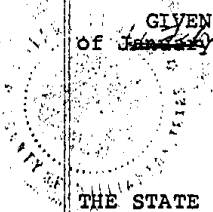


Jed W. Heitz
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

BEFORE ME, the undersigned authority, on this day personally appeared Kay Hortenstine, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of ~~January~~, 1978.

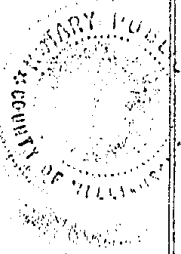


Jennifer Shelton
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

BEFORE ME, the undersigned authority, on this day personally appeared Howard Mark Lindell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of ~~January~~, 1978.



February

Ted W. Hest
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS, }
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify
that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office
on the 21st day of Feb, 21, A. D. 1978, at 8:00 o'clock A.M., and duly recorded this
the 21st day of Feb, A. D. 1978, at 1:45 o'clock P.M., in the
Deed _____ Records of said County, in Vol. 700 pp. 360

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas,
the date last above written.

By Clare Boyce Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

ROD HORTENSTINE ET UX

RESTRICTIVE
COVENANTSA portion of Dahlberg
Estates, Section III

3295

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Rod Hortenstine and wife, Kay Hortenstine, all of Williamson County, Texas, being the owners of all of Lots 2-5, both inclusive in Block D, Dahlberg Estates, Section III, and Lots 12-20, both inclusive in Block E, Dahlberg Estates, Section III, and Lots 1, 2, 3, 4, 13, 19 in Block F, Dahlberg Estates, Section III, and Lots 1-23, both inclusive in Block G, Dahlberg Estates, Section III, an Addition to Taylor, Williamson County, Texas, according to the map or plat of said addition of record in Cabinet C, Slide 364, Plat Records of Williamson County, Texas, a reference to which is here made for all pertinent purposes, do hereby ADOPT, MAKE, and IMPOSE upon all of said lots the following restrictions, covenants and conditions which are expressly made covenants running with the land as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) cars. A building used for storage incidental to residential purposes may be placed or erected on the premises, provided the building is neat in appearance and of new construction.

2. No building on any lot shall be nearer than twenty-five (25) feet nor further than thirty-five (35) feet from the front line of the lot on which said building is erected, nor, in the case of inside lots, nearer than five (5) feet to any side lot line. No building or other structure erected on any corner lot shall ever be erected or constructed nearer than ten (10) feet to the property line on the side street of said lot.

3. All buildings constructed upon any lot shall be new construction and no used house or other building shall ever be moved onto any lot. The exterior of any dwelling constructed shall be at least 60% masonry construction, excluding windows and doors, except dwellings exceeding one story, which shall be 60% masonry on the exterior of the first story with no requirement for masonry on the remainder of the dwelling. The ground floor area of the main structure exclusive of one-story-open porches and garages, shall not be less than 1200 square feet for a one-story dwelling nor less than 800 square feet for a two-story dwelling.

4. No animals, livestock, or poultry of any kind shall be raised or bred on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

5. No structure of a temporary character, trailer house, mobile home, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise during construction and sales period.

8. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in or upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No fence, wall or hedge shall ever be erected, constructed or maintained forward of the front wall line of the house constructed on any lot.

Fences, walls and hedges shall be permitted on other areas of the lot, except that any fence constructed shall be either of wood masonry or chain link construction.

10. All plumbing in residences erected on any of said lots shall be connected with sanitary sewers, and no cesspools, septic tanks or outside privies shall ever be installed, erected, constructed, or placed on any of said lots.

11. No boarding house, rooming house, rest home or sanitarium shall ever be erected on or maintained on any lot.

12. No part of said property shall ever be used, kept or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and same shall not be kept on said property except in sanitary containers.

13. No owner of this property or any part thereof shall use this property or any part thereof for the storage of inoperable automobiles, trucks, trailers, campers, wagons, boats, motor homes, motorcycles, tractors, or other motor vehicles, nor shall he perform repairs or maintenance on any automobile, truck, trailer, camper, wagon, boat, motor home, motorcycle, tractor, or other motor vehicle, if such repairs or maintenance will cause said vehicle to remain inoperable for more than 24 hours; provided, however, that nothing herein shall be construed to prevent the storage of any boat, boat trailer, or recreational vehicle on any of the said tracts.

14. As used herein, the word "lot" shall include not only a lot as described hereinabove but shall also include a property unit consisting of an area greater than one lot.

15. 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 twenty-five (25) years from the date these covenants

are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. If any person or persons shall violate or attempt to violate these covenants, conditions, and restrictions, or any of them, it shall be lawful for any person owning an interest in any of said property, including a mortgage interest, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent or to correct such violation, and to recover damages or other relief for such violation.

17. Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

WITNESS OUR HANDS this the 23rd day of January, 1978.

Rod Hortenstine
Rod Hortenstine

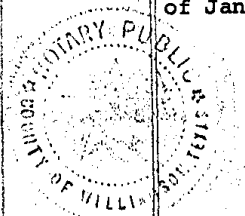
Kay Hortenstine
Kay Hortenstine

THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

BEFORE ME, the undersigned authority, on this day personally appeared Rod Hortenstine, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of January, 1978.

Jed W. Heid
Notary Public in and for
Williamson County, Texas

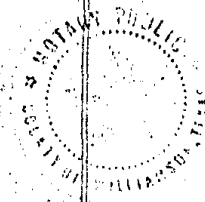


THE STATE OF TEXAS, *
*
COUNTY OF WILLIAMSON. *

VOL. 700 PAGE 359

BEFORE ME, the undersigned authority, on this day personally appeared Kay Hortenstine, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of January, 1978.



Jennifer Shelton
Notary Public in and for
Williamson County, Texas

THE STATE OF TEXAS
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify
that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office
on the 21st day of Feb. A. D. 1978, at 8:00 o'clock A.M., and duly recorded this
the 21st day of Feb. A. D. 1978, at 1:40 o'clock P.M., in the
Deed Records of said County, in Vol. 700 pp. 355

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas,
the date last above written.

By Clare Bigg Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas