

DELTA ACRES - UNIT TWO

BEING A 378.26 ACRES SUBDIVISION OUT OF THE JOHANN H. GROSSER SURVEY NO. 331, 379.6 ACRES AND THE H. G. H. SURVEY NO. 11, 456.6 ACRES IN LINDO COUNTY, TEXAS, AND ALL OF SAID ACRES AS MORE FULLY DESCRIBED IN DEED FROM LAND INVESTMENT TRUST INVESTMENTS OF RECORD IN VOL. 235, P. 753, DEED RECORDS OF LINDO COUNTY, TEXAS.

STATE OF TEXAS
 COUNTY OF TRAVIS
 I, RICHARD H. LEHNE AND ELLIE C. HOLCOMB, BEING THE OWNERS OF THE LANDS SHOWN HEREON AS DELTA ACRES - UNIT TWO, DO HEREBY IN ALL THINGS ACCEPT AND ADOPT THE MAP AND PLAT HEREON AS THE OFFICIAL PLAT OF SAID SUBDIVISION AND DO HEREBY DEDICATE THE STREETS AND HANDS THIS 30 DAY OF JULY, 1977.

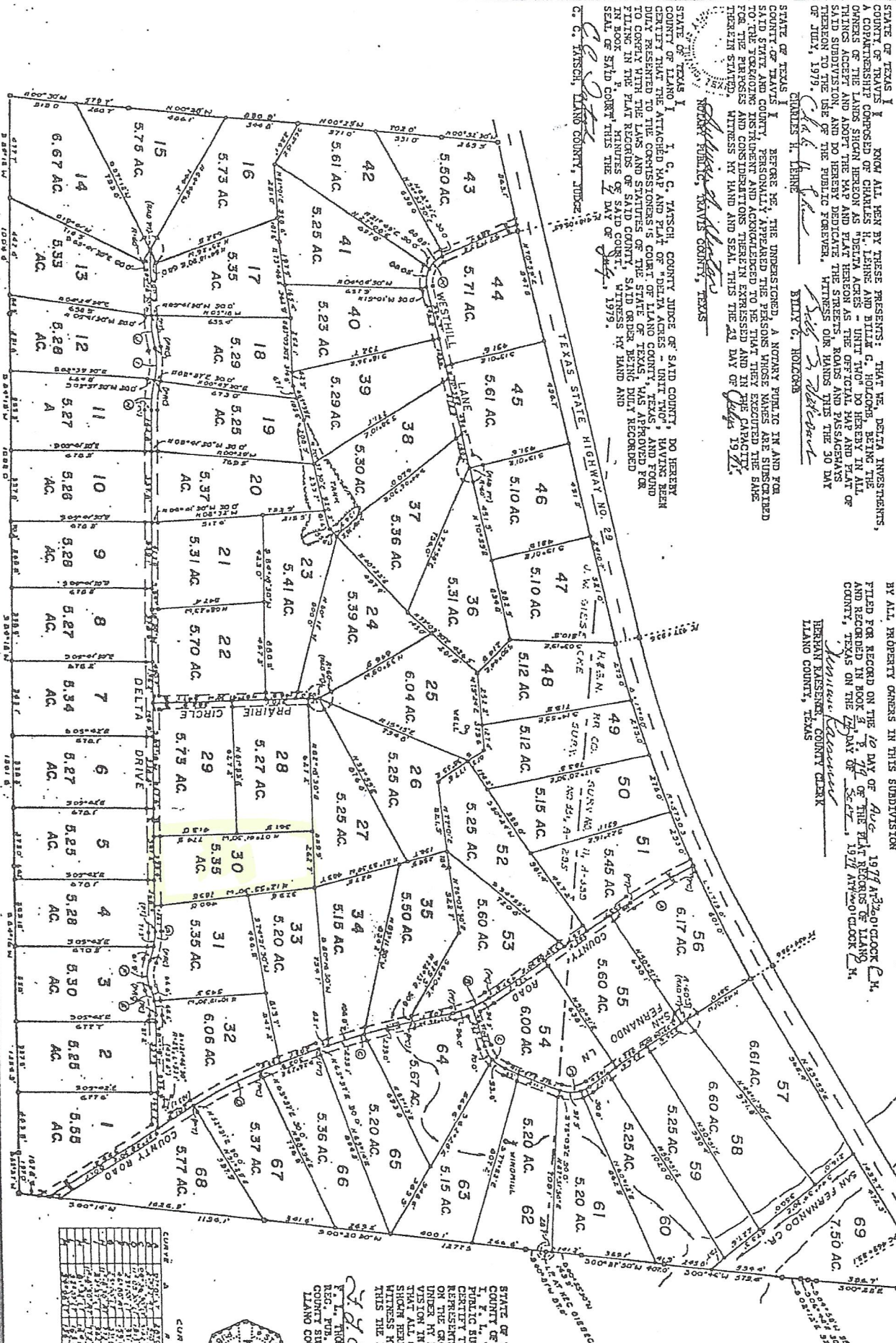
STATE OF TEXAS
 COUNTY OF TRAVIS
 I, C. C. WATSON, COUNTY JUDGE OF SAID COUNTY, DO HEREBY CERTIFY THAT THE ATTACHED MAP AND PLAT OF "DELTA ACRES - UNIT TWO" HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS' COURT OF LINDO COUNTY, TEXAS, AND APPROVED FOR FILING IN THE PLAT RECORDS OF SAID COUNTY, THIS 29 DAY OF JULY, 1977.

STATE OF TEXAS
 COUNTY OF TRAVIS
 I, C. C. WATSON, COUNTY JUDGE OF SAID COUNTY, DO HEREBY CERTIFY THAT THE ATTACHED MAP AND PLAT OF "DELTA ACRES - UNIT TWO" HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS' COURT OF LINDO COUNTY, TEXAS, AND APPROVED FOR FILING IN THE PLAT RECORDS OF SAID COUNTY, THIS 29 DAY OF JULY, 1977.

NOTE: (1) AN EASEMENT OF TEN (10) FEET IN WIDTH ON EACH SIDE OF EACH INTERSECTING LOT LINE AND TWENTY (20) FEET IN WIDTH ON EACH FRONT AND REAR LOT LINE IS HEREBY RESERVED FOR CONSTRUCTION AND MAINTENANCE OF UTILITIES, AND AN EASEMENT FOR ELECTRIC AND/OR TELEPHONE CUY ANCHORS IS RESERVED WHERE NECESSARY.
 (2) TEXAS STATE HEALTH DEPARTMENT REGULATIONS PERTAINING TO SEWAGE, CARBAGE AND WASTE DISPOSAL SHALL BE STRICTLY OBSERVED BY ALL PROPERTY OWNERS IN THIS SUBDIVISION.

FILED FOR RECORD ON THE 10 DAY OF AUGUST 1977 AT 2:00 O'CLOCK P.M. AND RECORDED IN BOOK 242 OF THE PLAT RECORDS OF LINDO COUNTY, TEXAS ON THE 22 DAY OF SEPTEMBER 1977 AT 10:00 O'CLOCK P.M.

HERRAN KASSENBERG, COUNTY CLERK
 LINDO COUNTY, TEXAS



CURVE DATA:

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	ANGLE
1+00	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+10	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+20	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+30	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+40	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+50	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+60	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+70	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+80	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
1+90	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+00	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+10	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+20	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+30	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+40	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+50	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+60	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+70	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+80	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
2+90	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
3+00	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
3+10	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
3+20	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
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3+90	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
4+00	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
4+10	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
4+20	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
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4+90	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
5+00	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
5+10	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
5+20	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
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5+90	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
6+00	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
6+10	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
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6+80	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
6+90	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
7+00	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
7+10	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
7+20	S 89° 58' 12" W	100.00	100.00	90° 01' 48"
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7+50	S 89° 58' 12" W	100.00	100.00	90° 01' 48"



STATE OF TEXAS
 COUNTY OF LINDO
 I, R. L. THOMPSON, A REGISTERED SURVEYOR, DO HEREBY CERTIFY THAT THE RESULTS OF MY SURVEY AND THE PLAT HEREON UNDER MY DIRECTION AND SUPERVISION ARE AS SHOWN HEREON. WITNESS MY HAND AND SEAL THIS 30 DAY OF JULY, 1977.

R. L. Thompson
 R. L. THOMPSON, NO. 1739
 REGISTERED SURVEYOR
 LINDO COUNTY, TEXAS

THE STATE OF TEXAS,)
 COUNTY OF LLANO)

KNOW ALL MEN BY THESE PRESENTS:

That Delta Investments ("Owner"), a partnership is the owner of the following property:

Delta Acres No. 2, a subdivision in Llano County, Texas, according to the map or plat thereof, recorded in Volume ____, Page ____, of the Llano County Plat Records;

and such Owner desires to adopt a plan for the development of 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, herein subject to the following restrictive covenants, to-wit:

1. Tracts: 24, 25, 26, 27, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, and 50 are exempt from the following restrictions.

All of the remaining tracts in said subdivision shall be used for residential purposes only and no commercial enterprise of any kind or character shall be carried on on any of such remaining tracts, herein sometimes referred to as "residential tracts".

2. Except as hereafter provided, no more than two single-family dwelling units shall be erected, altered, placed or permitted to remain on any residential tract. All dwelling units must contain at least 720 square feet of living area. No houses built elsewhere and more than ten (10) years old (at the time moved) shall be moved on or permitted to remain on any residential tract, without the express written consent of Owner obtained in advance and filed in the Llano County Deed Records. Detached garages, workshops and barns may be constructed on any residential 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 materials and to be done in a neat, good and workmanlike manner. Owner may, in the exercise of Owner's absolute discretion, permit the erection of multi-family dwelling units on any residential tracts, but no multi-family dwelling units shall be commenced or constructed on any residential tract without the express written consent of Owner obtained in advance and filed in the Llano County Deed Records.

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 25 feet back or side tract lines, and no building or mobile home shall be located on any tract nearer than 100 feet to any public 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. In the event any livestock (except hogs or pigs) are kept on any tract, not more than one head of livestock per acre 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 the premises. No poultry shall be kept or raised on any tract, except poultry for personal use of the owner of any tract may be kept provided it is kept in an adequate enclosure.

5. 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, that for the purpose of financing construction of a residence, a purchase contract holder may obtain a deed to a portion of the land upon payment of such sum on the principal of the contract as may be required, and for those purchasers' transactions handled on the basis of a note and deed of trust, such purchaser may obtain a partial release of the deed of trust upon payment of such sum of the principal of said note as may be required. However, after January 1, 1987, 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.

6. 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, or which may change or retard the flow of water through drainage channels in the easements. 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 (Delta Investments) has no obligation to maintain the roads shown on the plat of said subdivision. No dam or similar structure may be built on any creek or natural waterway which is established as a drainage easement of the subdivision, as shown on the recorded plat. Dams may be built on creeks or natural waterways which are not so established as drainage easements, only if (i) written permission is obtained from Owners of land adjacent to such waterway on both sides; (ii) such dam will not be built so as to back water up on or inundate the land of another owner, unless a written easement is obtained from such other owner; and (iii) such dam will not cause the flooding of any roadway. The owner of property on which a dam is located shall be obligated to maintain the same and keep it in a good state of repair. Existing dams, or those built by Owner, will not be removed without permission from all owners affected by such removal.

7. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may or may 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.

8. 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.

9. 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 a majority of the then owners of the tracts has been recorded, agreeing to change such covenants in whole or in part.

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

11. Invalidation 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 31st day of July, 19 79.

DELTA INVESTMENTS

ATTEST:

Hobby Halliburton

Charles H. Lehur

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Charles H. Lehur, partner of DELTA Investments, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said DELTA Investments, a partnership, and that he executed the same as the act of such partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

785 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of July, 19 79.



Sylvania W. Denton
Notary Public in and for Travis
County, Texas SYLVIA W. DENTON
Notary Public
My Commission Expires 6/16/81

Filed for Record the 1st day of August, 19 79 at
2²⁵ o'clock P.M.
Recorded in 2 day of August, 19 79 at 12⁴⁰ o'clock P.M.
H. A. Raesener, County Clerk, Llano County, Texas
By Louella Patton Deputy