

THE STATE OF TEXAS, I

COUNTY OF LLANO.... I

WHEREAS, BLUE LAKE PROPERTIES, INC., a Texas Corporation, is the owner of all that certain real property comprising "BLUE LAKE ESTATES, UNIT NOS. SEVEN AND EIGHT, herein sometimes referred to as Subdivision, according to the map or plat thereof of record in Volume 1, pages 18/ & 19 respectively of the Plat Records of Llano County, Texas, to which map or plat, and its record thereof, reference is here made for full and particular description of said real property; and,

WHEREAS, BLUE LAKE PROPERTIES, INC., in its desire to keep the development of said real property on a high level for the benefit and pleasure of the property owners in said Subdivision, and for the protection of such property values thereon, desires to place on and against said property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that BLUE LAKE PROPERTIES, INC., a Texas Corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements of the lots located in said BLUE LAKE ESTATES, UNITS SEVEN AND EIGHT, owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein, as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

(a) No building shall be erected, placed or altered on any lot, property or area in this Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external and structural design and quality with existing structures in the Subdivision and as to location of the building, and a building permit has been issued by an architectural committee designated by BLUE LAKE PROPERTIES, INC..

(b) In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to the owner, submitting said plans and specifications, addressed to his last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of curing the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. RESIDENTIAL LOTS

(a) All lots in said BLUE LAKE ESTATES, UNITS SEVEN AND

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EIGHT shall be known and designated as "Residential Lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

(1) BUILDING LOCATION. No building shall be located on any residential lot nearer than 30 feet to any street provided that on corner lots no building shall be located nearer than 10 feet to the side street. No building shall be located on any water front lot nearer than 30 feet to the lot line fronting on said water. No building shall be located nearer than 5 feet to any interior lot line, except that in the event one building is constructed on more than one lot, the combined area shall be considered as one lot. No building shall be located nearer than 25 feet to back property line on Lots 414, 415 and 416. Variations from these requirements as to building location may be granted by BLUE LAKE PROPERTIES, INC., upon the recommendation of the Architectural Control Committee and upon such variations being ratified by all abutting property owners.

(b) LOT AREA. No residential lot shall be re-subdivided into, nor shall any dwelling be erected or placed on, any lot having an area and frontage of less than the smallest lot in the block as shown on the recorded plat of said Units Seven and Eight.

(c) TEMPORARY RESIDENCE. No trailer, basement, tent, shack, garage, barn or other out-building shall at any time ever be used as a residence temporary or permanent, nor shall any structure of a temporary character ever be used as a residence, or moved onto the property.

(d) USE

(1) No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designed and constructed for use by a single family, together with such servant's quarters, garages and other structures as may be suitable and property for the use and occupancy of said residence as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotel, tourist cottages or as placed of abode for transient persons.

(2) In no event shall any dwelling be erected on lots 366 through 426 inclusive, or the plans approved therefor having an exterior area of less than eight hundred (800) square feet, exclusive of attached garages, or other appendages.

(3) No pier shall be erected, placed or altered on the water side of any lot in said Units until the building plans, specifications and plot plan showing the location of such pier have been approved in writing and a building permit has been issued by an architectural committee.

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(e) No building or structure shall be occupied or used until the exterior thereof is completely finished.

3. NUISANCES. No noxious or offensive trade or activity shall be carried on or maintained on any lot in said Subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.
4. GARBAGE AND TRASH DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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.
5. SEWAGE. No cesspool or other individual sewerage system shall be constructed or utilized on subject property except a septic tank approved by the State and County Board of Health, nor can the use of outside toilets be permitted under any circumstances.
6. EASEMENTS. An easement is reserved over and across said lots in said Subdivision for the purpose of installing, preparing and maintaining, or conveying to proper parties so they may install, repair and maintain, electric power, water, gas and telephone services for the lots and plots in said Subdivision, and all contracts and conveyances covering any of said lots are hereby made subject to this easement. The easements shown on the recorded plat of said Subdivision adopted as part of these restrictions.
7. ANIMALS. No horses, cows, poultry, or livestock of any kind, other than house pets, may be kept on said property.
8. FENCES AND PLANTS. No fence, wall or hedge higher than 3 feet shall be located nearer any front street line or water front lot line than 30 feet, or nearer any side street line than 25 feet. Nor shall any fence or wall more than 7 feet in height be constructed in said addition.
9. SIGNS. No sign, for sale or for rent, or any other advertising may be displayed on property unless approved by Developer.
10. MAINTENANCE FUND. Each lot or not more than two (2) adjoining lots having one common owner, shall be subject to an annual maintenance fund of \$27.00 per year, payable July 1 in advance each year. Said fund to be collected and disbursed by the officers of BLUE LAKE PROPERTIES, INC., until fifty (50%) per cent. of all lots in Subdivision are sold, including this and all subsequent sections. Then, said fund shall be collected and disbursed by a committee of three persons selected or elected by the BLUE LAKE PROPERTY OWNERS ASSOCIATION. This fund shall be used for the purpose of improving and maintaining the streets, parkways, easements, collecting and disposing of garbage and rubbish, maintaining and operating the swimming pool, water system and pier, or doing any other things necessary or desirable in the opinion of the Developer, its assigns, successors or nominees, to keep the property neat, clean and in good order. Any pur-

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chaser of any lot or lots in said BLUE LAKE ESTATES, UNITS SEVEN AND EIGHT shall be required to be a member of the BLUE LAKE PROPERTY OWNERS ASSOCIATION.

- 11. All accepted property owners and members of their families shall have ingress and egress to the lake through the park areas, as shown on plat of record of BLUE LAKE ESTATES. All parks, lake and beach improvements shall be available for use of accepted property owners and their families at their own risk.
- 12. All covenants and restrictions are for the benefit of the entire Subdivision, and shall be binding upon the purchaser or his successors, heirs and assigns.
- 13. Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.
- 14. AMENDMENTS. Any or all of the covenants herein may be annulled, amended or modified at any time by a vote of two-thirds of the Board of Directors of the BLUE LAKE PROPERTY OWNERS ASSOCIATION, upon the recommendation of the Architectural Control Committee, and ratified by a majority of the lot owners in the Unit in which such amendment is proposed. All such lot owners shall be given 30 days notice in writing of any proposed amendment before the same is adopted. The person or persons requesting an amendment shall bear all expenses of such amendment. No amendment shall place an additional burden or restriction on lots in said Unit where the owner of such lot or lots does not join in such amendment.
- 15. All of the restrictions, easement and reservations herein provided and adopted as a part of said Subdivision shall apply to each and every lot therein, and shall be taken and deemed as covenants running with the land, and as and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also such as are shown on the map or plat of BLUE LAKE ESTATES UNITS NOS. SEVEN AND EIGHT, Llano County, Texas, and when such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said Subdivision the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.
- 16. All lots are subject to all easements of record, and especially to include, but not limited to those certain easements in favor of Lower Colorado River Authority of record in Vol. 80, pages 435 et seq., and Vol. 80, pages 631 et seq., respectively of the Llano County Deed Records, to which easements, and their record thereof, reference is here made for further description.

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17. BLUE LAKE PROPERTIES, INC., or any person, firm or corporation operating the golf course in Blue Lake Estates shall not be held liable for any damages to any lot owner or owners in Blue Lake Estates Units Nos. Seven and Eight, or any other subdivision of Blue Lake Estates, their guests, or their heirs, administrators or assigns resulting from operation of said golf course.

IN WITNESS WHEREOF the BLUE LAKE PROPERTIES, INC., a Texas Corporation, has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized on this the 23rd day of APRIL, A.D. 1964.



BLUE LAKE PROPERTIES, INC.

By William C. Canfield  
President

ATTEST:

Benjamin F. Sawyer  
Secretary

THE STATE OF TEXAS, X

COUNTY OF Llano X

BEFORE ME, the undersigned authority, on this day personally appeared William C. Canfield, President of BLUE LAKE PROPERTIES, INC., a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said Corporation, in the capacity therein set forth and stated.

WITNESS my hand and seal of office, this 23<sup>rd</sup> day of APRIL, A.D. 1964.

Melvine Nerren  
Notary Public, ~~BURNET~~ Llano County, Texas  
Llano

FILED FOR RECORD April 24 1964, at 10 o'clock A.M.  
RECORDED May 5 1964, at 4 o'clock P.M.  
CLERK COUNTY COURT, LLANO COUNTY, TEXAS.  
By McDonald Deputy.

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