

SUBDIVISION RESTRICTIONSLAKE BASTROP ACRES, SECTION III

THE STATE OF TEXAS |  
COUNTY OF BASTROP |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LAKE BASTROP ACRES, INC. is the owner of a tract of land which has been subdivided and platted as LAKE BASTROP ACRES, SECTION III, a plat of said subdivision having been filed for record in Volume 1, Page 77 of the Plat Records of Bastrop County, Texas; and

WHEREAS, it is deemed to be in the best interest of said parties and of the persons who may purchase the lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, LAKE BASTROP ACRES, INC., the owner of LAKE BASTROP ACRES, SECTION III, as shown by plat recorded in Book 1, Page 77 of the Plat Records of Bastrop County, Texas, does hereby acknowledge, declare, adopt and impress all of the property included in such Lake Bastrop Acres, Section III, as shown on said Plat with the following restrictions, to-wit:

FIRST

All lots shall be known and described as lots for residential purposes only, with the exception of those lots specifically marked commercial on the Plat Map. Only one single-family residence may be erected on any lot.

SECOND

Each residence shall have a minimum floor area of 650 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

THIRD

Each residence shall be a newly constructed residence and no old, used, existing building or structure of any kind shall be moved onto or used as a residence on any lot; nor shall any garage, garage apartment, mobile home, or other temporary building or structure be erected or placed on any lot to be used as a residence.

FOURTH

No building or other structure shall be erected or the erection thereof begun on any residential lot until the plans and specifications thereof shall have first been presented and approved in writing by the Architectural Control Committee, herein referred to, as to outward appearances and design, but, should such Committee fail to act within ten (10) days, then their approval of said plan shall be conclusively presumed.

FIFTH

The Architectural Control Committee is composed of three (3) members appointed by Lake Bastrop Acres, Inc., its successors or assigns, for the betterment and improvements of the Subdivision.

SIXTH

No fence shall be permitted to extend nearer to the street than the minimum set back line hereinafter provided.

SEVENTH

No residential structure shall be located nearer to the front lot line than thirty (30) feet, or nearer to the side street line than ten (10) feet, or nearer to the side lot line or rear lot line than ten (10) feet.

EIGHTH

No livestock of any kind shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon, unless one hundred (100) feet from any road or street. There shall not be erected on any of the property herein any livery stable, barn or stable whatsoever, unless two hundred fifty (250) feet from road or street.

NINTH

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be

maintained upon, in front of, or in connection with the site hereby conveyed, nor shall said site in any way be used for other than strictly residential purposes.

TENTH

When a sewer line is laid in any street on which this property abutts, it shall be incumbent upon the Purchaser of any lot in this Subdivision to establish connection with said sewer system without delay and thereafter to make use of the same to the exclusion of all latrines, cesspools, or septic tanks.

ELEVENTH

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

TWELFTH

Apartment houses, hotels, churches and schools may be built in other portions of said tract than the business section if the said Architectural Control Committee, at its discretion, shall grant a special permit in writing for the same, and if the consent in writing of all the owners of lots within five hundred (500) feet of the site of the proposed apartment house, hotel, church or school be first obtained, and a special permit from said Architectural Control Committee and consent of said lot owners shall be necessary in each instance where such building may be proposed.

THIRTEENTH

An assessment of \$10.00 per lot per year shall run against each lot in said subdivision for the maintenance of the park areas designated on the plat of such Subdivision. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to Lake Bastrop Acres, Inc., beginning one year after the date of the sales contract or deed of conveyance, whichever is sooner, covering each lot in the Subdivision.

FOURTEENTH

Any violations of any other covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, regulations or covenants may be violated.

FIFTEENTH

The Grantor reserves the right to change or cancel any or all of these restrictions, if in his judgment, the development or lack of development of adjacent property makes that course necessary or advisable.

SIXTEENTH

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in Lake Bastrop Acres, a subdivision in Bastrop County, Texas, whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof, unless said restrictions and covenants are changed or amended by a vote of two-thirds (2/3) majority of the then owners of the lots in said subdivision (each lot having one vote), or unless said restrictions are changed by the Grantor, Lake Bastrop Acres, Inc., as provided in restriction number Fifteen above.

SEVENTEENTH

If the owner of any lot in said Subdivision, or any person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

EIGHTEENTH

Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and it is expressly agreed and understood that no waiver of any breach of any of the covenants, agreements, restrictions and conditions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, agreements, restrictions, and conditions nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

NINETEENTH

Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

EXECUTED this 15<sup>th</sup> day of April, 1965.

LAKE BASTROP ACRES, INC.

By W. L. DeFoyd  
W. L. DeFoyd, President

ATTEST  
Charles M. [Signature]  
Secretary

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared W. L. DEFOYD, President of Lake Bastrop Acres, Inc., a corporation, 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; as the act and deed of said corporation and in the capacity therein stated.

HARRIS COUNTY, TEXAS  
NOTARY PUBLIC

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15<sup>th</sup> day of April, 1965.

Tom Saunders  
Notary Public in and for  
Harris County, Texas

FILED FOR RECORD 22nd DAY OF April, 1965 AT 1:30 P. M.  
AND RECORDED THE 29th DAY OF April, 1965 AT 8:45 A. M.  
BY Annie Lee Oltander DEPUTY. WILLIAM T. McCULLOUGH, CLERK,  
BASTROP COUNTY, TEXAS.

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SUBDIVISION RESTRICTIONSLAKE BASTROP ACRES, SECTION III

THE STATE OF TEXAS |  
COUNTY OF BASTROP |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LAKE BASTROP ACRES, INC. is the owner of a tract of land which has been subdivided and platted as LAKE BASTROP ACRES, SECTION III, a plat of said subdivision having been filed for record in Volume 1, Page 77 of the Plat Records of Bastrop County, Texas; and

WHEREAS, it is deemed to be in the best interest of said parties and of the persons who may purchase the lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, LAKE BASTROP ACRES, INC., the owner of LAKE BASTROP ACRES, SECTION III, as shown by plat recorded in Book 1, Page 77 of the Plat Records of Bastrop County, Texas, does hereby acknowledge, declare, adopt and impress all of the property included in such Lake Bastrop Acres, Section III, as shown on said Plat with the following restrictions, to-wit:

FIRST

All lots shall be known and described as lots for residential purposes only, with the exception of those lots specifically marked commercial on the Plat Map. Only one single-family residence may be erected on any lot.

SECOND

Each residence shall have a minimum floor area of 650 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

THIRD

Each residence shall be a newly constructed residence and no old, used, existing building or structure of any kind shall be moved onto or used as a residence on any lot; nor shall any garage, garage apartment, mobile home, or other temporary building or structure be erected or placed on any lot to be used as a residence.

FOURTH

No building or other structure shall be erected or the erection thereof begun on any residential lot until the plans and specifications thereof shall have first been presented and approved in writing by the Architectural Control Committee, herein referred to, as to outward appearances and design, but, should such Committee fail to act within ten (10) days, then their approval of said plan shall be conclusively presumed.

FIFTH

The Architectural Control Committee is composed of three (3) members appointed by Lake Bastrop Acres, Inc., its successors or assigns, for the betterment and improvements of the Subdivision.

SIXTH

No fence shall be permitted to extend nearer to the street than the minimum set back line hereinafter provided.

SEVENTH

No residential structure shall be located nearer to the front lot line than thirty (30) feet, or nearer to the side street line than ten (10) feet, or nearer to the side lot line or rear lot line than ten (10) feet.

EIGHTH

No livestock of any kind shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon, unless one hundred (100) feet from any road or street. There shall not be erected on any of the property herein any livery stable, barn or stable whatsoever, unless two hundred fifty (250) feet from road or street.

NINTH

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be

maintained upon, in front of, or in connection with the site hereby conveyed, nor shall said site in any way be used for other than strictly residential purposes.

TENTH

When a sewer line is laid in any street on which this property abutts, it shall be incumbent upon the Purchaser of any lot in this Subdivision to establish connection with said sewer system without delay and thereafter to make use of the same to the exclusion of all latrines, cesspools, or septic tanks.

ELEVENTH

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

TWELFTH

Apartment houses, hotels, churches and schools may be built in other portions of said tract than the business section if the said Architectural Control Committee, at its discretion, shall grant a special permit in writing for the same, and if the consent in writing of all the owners of lots within five hundred (500) feet of the site of the proposed apartment house, hotel, church or school be first obtained, and a special permit from said Architectural Control Committee and consent of said lot owners shall be necessary in each instance where such building may be proposed.

THIRTEENTH

An assessment of \$10.00 per lot per year shall run against each lot in said subdivision for the maintenance of the park areas designated on the plat of such Subdivision. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to Lake Bastrop Acres, Inc., beginning one year after the date of the sales contract or deed of conveyance, whichever is sooner, covering each lot in the Subdivision.

FOURTEENTH

Any violations of any other covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, regulations or covenants may be violated.

FIFTEENTH

The Grantor reserves the right to change or cancel any or all of these restrictions, if in his judgment, the development or lack of development of adjacent property makes that course necessary or advisable.

SIXTEENTH

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in Lake Bastrop Acres, a subdivision in Bastrop County, Texas, whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof, unless said restrictions and covenants are changed or amended by a vote of two-thirds (2/3) majority of the then owners of the lots in said subdivision (each lot having one vote), or unless said restrictions are changed by the Grantor, Lake Bastrop Acres, Inc., as provided in restriction number Fifteen above.

SEVENTEENTH

If the owner of any lot in said Subdivision, or any person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

EIGHTEENTH

Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and it is expressly agreed and understood that no waiver of any breach of any of the covenants, agreements, restrictions and conditions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, agreements, restrictions, and conditions nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

NINETEENTH

Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

EXECUTED this 15<sup>th</sup> day of April, 1965.

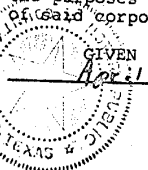
LAKE BASTROP ACRES, INC.

By W. L. DeFoyd  
W. L. DeFoyd, President

  
ATTEST  
Charles M. [Signature]  
Secretary

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared W. L. DEFOYD, President of Lake Bastrop Acres, Inc., a corporation, 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; as the act and deed of said corporation and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15<sup>th</sup> day of April, 1965.

Wm. T. McCullough  
Notary Public in and for  
Harris County, Texas

FILED FOR RECORD 22nd DAY OF April, 1965 AT 1:30 P. M.  
AND RECORDED THE 29th DAY OF April, 1965 AT 8:45 A. M.  
BY Annice Lee Oltander DEPUTY. WILLIAM T. McCULLOUGH, CLERK,  
BASTROP COUNTY, TEXAS.

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**AMENDED SUBDIVISION RESTRICTIONS  
LAKE BASTROP ACRES, SECTIONS I, II, III & IV**

8423

THE STATE OF TEXAS   §  
                                  §                   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF BASTROP.   §

THAT WHEREAS, on the 3rd day of January, 1964, LAKE BASTROP ACRES, INC. executed Subdivision Restrictions on Lake Bastrop Acres, Section I, a subdivision in Bastrop County, Texas; and on the 7th day of September 1964 executed Subdivision Restrictions on Lake Bastrop Acres, Section II, a subdivision in Bastrop County, Texas; and on the 15th day of April, 1965 executed Subdivision Restrictions on Lake Bastrop Acres, Section III, a subdivision in Bastrop County, Texas; and on the 27th day of January, 1966 executed Subdivision Restrictions on Lake Bastrop Acres, Section IV, a subdivision in Bastrop County, Texas;

WHEREAS, said Subdivision Restrictions are filed for record as follows:

Section I - Volume 163, Pages 457, et.seq.;  
Section II - Volume 166, Pages 628, et.seq.;  
Section III - Volume 169, Pages 603, et.seq.;  
Section IV - Volume 177, Pages 334, et.seq.;

all in the Deed Records of Bastrop County, Texas; and

WHEREAS, Lake Bastrop Acres, Inc., a Texas corporation, acquired legal title to the subdivision known as Lake Bastrop Acres, Sections I, II, III and IV; and filed Amended Restrictions on Lake Bastrop Acres, Sections I and II as follows:

Section I - Volume 166, Pages 623, et.seq., and Volume 168, Pages 382, et.seq.;  
Section II - Volume 168, Pages 388, et.seq.;

all in the Deed Records of Bastrop County, Texas; and

WHEREAS, Lake Bastrop Acres, Inc., the present owner, is desirous again of amending said restrictions;

NOW, THEREFORE, Lake Bastrop Acres, Inc., the owner of Lake Bastrop Acres, Sections I, II, III and IV, as shown by plats recorded as follows:

Section I - Plat Cabinet #1, Page 32-B, revised Page 36-B;  
Section II - Plat Cabinet #1, Page 36-A;  
Section III - Plat Cabinet #1, Page 39-A;  
Section IV - Plat Cabinet #1, Page 44-B;

all of the Plat Records of Bastrop County, Texas, does hereby acknowledge, declare, adopt and impress all of the property included in such Lake Bastrop Acres, Sections I, II, III and IV, as shown on said plats with the following Amended Restrictions, to-wit:

**FIRST:**

All lots shall be known and described as lots for residential purposes only, with the exception of those lots specifically marked commercial on the Plat Map. Only one single-family residence may be erected on any lot.

**SECOND:**

Each residence shall have a minimum floor area of 650 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

THIRD:

Each residence shall be a newly constructed residence and no old, used, existing building or structure of any kind shall be moved onto or used as a residence on any lot; nor shall any garage apartment, mobile home, or other temporary building or structure be erected or placed on any lot to be used as a residence.

FOURTH:

No building or other structure shall be erected or the erection thereof begun on any residential lot until the plans and specifications thereof shall have been presented and approved in writing by the Architectural Control Committee, herein referred to as to outward appearances and design but should such committee fail to act within ten (10) days, then their approval of said plan shall be conclusively presumed.

FIFTH:

The Architectural Control Committee is composed of three (3) members appointed by Lake Bastrop Acres, Inc., its successors or assigns, for the betterment and improvement of the Subdivision.

SIXTH:

No fence shall be permitted to extend nearer to the street than the minimum set back line hereinafter provided.

SEVENTH:

No residential structure shall be located nearer to the front lot line than thirty (30) feet, or nearer to the side street line than ten (10) feet, or nearer to the side lot line or rear lot line than ten (10) feet.

EIGHTH:

No livestock of any kind shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon, unless one hundred (100) feet from any road or street. There shall not be erected on any of the property herein any livery stable, barn or stable, whatsoever, unless two hundred fifty (250) feet from road or street.

NINTH:

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be maintained upon, in front of, or in connection with the site conveyed, nor shall said site in any way be used for other than strictly residential purposes.

TENTH:

When a sewer line is laid in any street on which this property abutts, it shall be incumbent upon the Purchaser of any lot in this Subdivision to establish connection with said sewer system without delay and thereafter to make use of the same to the exclusion of all latrines, cesspools, or septic tanks.

ELEVENTH:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot advertising the property for sale or rent, or signs

used by a builder to advertise the property during the construction or sales period.

TWELFTH:

Apartment houses, hotels, churches and schools may be built in other portions of said tract than the business section if the said Architectural Control Committee, at its discretion, shall grant a special permit in writing for the same, and if the consent in writing of all the owners of lots within five hundred (500) feet of the site of the proposed apartment house, hotel, church or school be first obtained, and a special permit from said Architectural Control Committee and consent of said lot owners shall be necessary in each instance where such building may be proposed.

THIRTEENTH:

An assessment of \$10.00 per lot per year shall run against each lot in said Subdivision for the maintenance of the park areas designated on the plat of such Subdivision. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to Lake Bastrop Acres, Inc., beginning one year after the date of the sales contract or deed of conveyance, whichever is sooner, covering each lot in the Subdivision.

FOURTEENTH:

Any violations of any other covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements agreements, restrictions, regulations or covenants may be violated.

FIFTEENTH:

The Grantor reserves the right to change or cancel any or all of these restrictions, if in his judgment, the development or lack of development of adjacent property makes that course necessary or advisable.

SIXTEENTH:

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in Lake Bastrop Acres, a subdivision in Bastrop County, Texas, whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof, unless said restrictions and covenants are changed or amended by a vote of two-thirds (2/3) majority of the then owners of the lots in said subdivision (each lot having one vote), or unless said restrictions are changed by the Grantor, Lake Bastrop Acres, Inc., as provided in restriction number Fifteen above.

SEVENTEENTH:

If the owner of any lot in said Subdivision, or any person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate

any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

EIGHTEENTH:

Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and it is expressly agreed and understood that no waiver of any breach of any of the covenants, agreements, restrictions and conditions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, agreements, restrictions, and conditions nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

NINETEENTH:

Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

Executed this 27<sup>th</sup> day of December, 1989.

LAKE BASTROP ACRES, INC.

By: JoAnn Ferenz  
JoAnn Ferenz - Vice-President



Kenneth M. Tuck  
Kenneth M. Tuck, Secretary

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF BASTROP.   §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 27<sup>th</sup> day of December 1989, by JoAnn Ferenz, Vice-President of Lake Bastrop Acres, Inc., a Texas corporation.

( SEAL )

Julie Irwin Schultz  
NOTARY PUBLIC, STATE OF TEXAS  
JULIE IRWIN SCHULTZ  
Notary Public, State of Texas  
STAMPED PRINTED NAME OF NOTARY  
2-22-92  
COMMISSION EXPIRES

FILED    DEC 8 1989

10:40a M

Shirley H. Haddock  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

STATE OF TEXAS    COUNTY OF BASTROP  
I hereby certify that this instrument was FILED on the date and time stamped above by me and has been RECORDED in the Public and State of the records of BASTROP COUNTY, TEXAS, as Stamped herein by me on  
JAN 4 1990

Shirley Haddock  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

Any Provision Herein Which Restricts the Sale, Rental or Use of the Described Real Property Because of Color or Race is Invalid and Unenforceable under Federal Law.

SUBDIVISION RESTRICTIONS  
LAKE BASTROP ACRES, SECTION I, II, III & IV

THE STATE OF TEXAS

COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Lake Bastrop Acres Property Owners, Inc., a Texas corporation acquired legal title to the subdivision known as Lake Bastrop Acres, Sections I, II, III & IV;

WHEREAS, Lake Bastrop Acres Property Owners, Inc., is desirous of making restrictions;

NOW, THEREFORE, Lake Bastrop Acres Property Owners, Inc., the owner of Lake Bastrop Acres, Sections I, II, III & IV, as shown by plats recorded as follows:

Section I - Plat Cabinet #1, Page 32-B, revised Page 36-B;  
Section II - Plat Cabinet #1, Page 36-A;  
Section III - Plat Cabinet #1, Page 39-A;  
Section IV - Plat Cabinet #1, Page 44-B;

all of the Plat Records of Bastrop County, Texas, does hereby acknowledge, declare, adopt and impress all of the property included in such Lake Bastrop Acres, Sections I, II, III & IV, as shown on said plats with the following Restrictions, to-wit:

FIRST:

All lots shall be known and described as lots for residential purposes only, with the exception of those lots specifically marked commercial on the Plat map. Only one single-family residence may be erected on any lot.

SECOND:

Each residence shall have a minimum floor space of 1000 square feet, exclusive of porches, stoops, open or closed carports, patios, or garages.

THIRD:

Each residence shall be a newly constructed residence and no old, used, existing building or structure of any kind shall be moved onto or used as a residence on any lot; nor shall any garage, garage apartment, mobile home, or other temporary building or structure be erected or placed on any lot to be used as a residence.

FOURTH:

No building or other structure shall be erected or the erection thereof begun on any residential lot until the plans and specifications thereof shall have first been presented and approved in writing by the Architectural Committee, but, should such committee fail to act within ten (10) days, then their approval of said plan shall be conclusively presumed.

FIFTH:

The Architectural Committee is composed of three (3) board members, appointed by Lake Bastrop Acres Property Owners Inc. the length of board members term, with specific and implied duties as outlined in the restrictions pertaining to real property.

**SIXTH:**

Fences may be constructed on or within property lines to enclose all or any portion of the lot(s) on which it is erected. The fence must be of conventional design and materials and mutually acceptable to adjoining lot owners. Approval of the Architectural Committee is recommended before erecting fences, but not mandatory.

**SEVENTH:**

No residential structure shall be located nearer to the front lot line than thirty (30) feet, or nearer to the side street line than ten (10) feet, or nearer to the side lot line or rear lot line than ten (10) feet.

**EIGHTH:**

No livestock of any kind shall be kept or maintained on said property or any portion thereof. Livestock includes, but is not limited to all types of: horses, cattle, sheep, pigs, and goats, whether being kept or maintained as pets or otherwise. No chicken yard shall be maintained thereon, unless One Hundred feet (100 ft.) from any street, road or residence(s) on adjoining lot(s).

**NINTH:**

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be maintained upon, in front of, or in connection with the site hereby conveyed, nor shall said site in any way be used for other than strictly residential purposes.

**TENTH:**

No sign of any kind shall be displayed on any lot (to the public view) except one professional sign of not more than two (2) feet square in size advertising the property for sale, or posting against trespassing. No sign of any kind shall be attached to the LBA entrance sign, its supports, or utility pole or trees along any right of way. Small garage sale signs (approximately 2 feet square) are permissible if independently supported and identify the person(s) conducting the sale (name, address, phone number) to ensure removal of the sign following the event. No boxes or other trash will be used in lieu of the acceptable sign. Abandoned signs will be classed as litter and dealt with accordingly.

**ELEVENTH:**

No camping or living in temporary quarters such as tents, mobile homes, etc., will be allowed on any lot during construction of permanent residential quarters.

**TWELFTH:**

An assessment of ten (10) dollars per lot per year shall run against each lot in said subdivision for mowing of the main right of ways, correspondence between Lake Bastrop Acres Property Owners, Inc., and all persons owning property in said subdivision, and for legal fees incurred in the enforcement of the subdivision restrictions. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to LBAPO, Inc., beginning in January of the year following the date of the sales contract or deed conveyance, and be due by January 31 of each succeeding year.

**THIRTEENTH:**

None of these restrictions may be canceled or changed unless such action is initiated by the Lake Bastrop Acres Property Owners, Inc., and approved by a majority of the subdivision property owners who have been duly apprised by thirty (30) days notice of the proposed change and their vote has been solicited at a special (ad Hoc) meeting for this purpose, or by mail, with a return arrival deadline prior to the meeting. A lack of response will be counted as an affirmative vote. Challenge(s) to any restriction which are taken to court will be resolved by that body and the restriction will be altered, abolished or maintained as directed by the court.

**FOURTEENTH:**

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in Lake Bastrop Acres, a subdivision in Bastrop County, Texas, whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree as covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date.

**FIFTEENTH:**

If the owners of any lot in said subdivision, or any person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at large or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. The Lake Bastrop Property Owners, Inc., is also empowered to assist in or initiate proceedings against person(s) in violation of any covenant or restriction, after all attempts at settlement, short of litigation, have failed.

**SIXTEENTH:**

Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing and it is expressly agreed and understood that no waiver of any breach of any of the covenants, agreements, restriction and conditions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, agreements, restrictions and conditions nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

**SEVENTEENTH:**

Invalidation of any one or more of these covenants and restrictions by judgement of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

Executed this 15<sup>th</sup> day of November, 1993.

LAKE BASTROP ACRES PROPERTY OWNERS, INC.

By: Jon S Pollard  
PRESIDENT/LAADO ASSO.  
JON S. POLLARD

ATTEST:

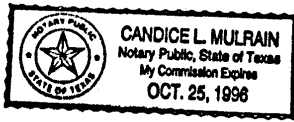
VOL 690 PAGE 700

*With Meador*  
710 WATER ST., BASTROP, TX 77602

STATE OF TEXAS

COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 15<sup>th</sup>  
day of December, 1993, by JOAN S. POLLARD.



*Candice L. Mulrain*  
Notary Public, State of Texas

FILED  
DEC 17 1993  
8:30a M

*Shirley Hillman*  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP  
I hereby certify that this instrument  
was FILED on the date and time stamped  
hereon by me; and was duly RECORDED, in  
the Volume and Page of the named  
RECORDS of Bastrop County, Texas, as  
Stamped hereon by me on



DEC 27 1993  
*Shirley Hillman*  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

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**AMENDED SUBDIVISION RESTRICTIONS**  
**LAKE BASTROP ACRES, SECTIONS I, II, III AND IV**

THE STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP           §

**THAT WHEREAS**, on the 3rd day of January, 1964, LAKE BASTROP ACRES, INC. executed Subdivision Restrictions on Lake Bastrop Acres, Section I, a subdivision in Bastrop County, Texas; and on the 7th day of September, 1964, executed Subdivision Restrictions on Lake Bastrop Acres, Section II, a subdivision in Bastrop County, Texas; and on the 15th day of April, 1965, executed Subdivision Restrictions on Lake Bastrop Acres, Section III, a subdivision in Bastrop County, Texas; and on the 27th day of January, 1966, executed Subdivision Restrictions on Lake Bastrop Acres, Section IV, a subdivision in Bastrop County, Texas;

**WHEREAS**, said Subdivision Restrictions are filed for record as follows:

- Section I - Volume 163, Pages 457, et.seq.;
- Section II - Volume 166, Pages 628, et.seq.;
- Section III - Volume 169, Pages 603, et.seq.;
- Section IV - Volume 177, Pages 334, et.seq.;

all in the Deed Records of Bastrop County, Texas, and

**WHEREAS**, Lake Bastrop Acres, Inc., a Texas corporation, acquired legal title to the subdivision known as Lake Bastrop Acres, Sections I, II, III and IV; and filed Amended Restrictions on Lake Bastrop Acres, Sections I and II as follows:

- Section I - Volume 166, Pages 623, et.seq., and Volume 168, Pages 382, et.seq.;
- Section II - Volume 168, Pages 388, et.seq.;

all in the Deed Records of Bastrop County, Texas; and

**WHEREAS**, Lake Bastrop Acres, Inc., the present owner, is desirous again of amending said restrictions;

**NOW, THEREFORE**, Lake Bastrop Acres, Inc., the owner of Lake Bastrop Acres, Sections I, II, III and IV, as shown by plats recorded as follows:

- Section I - Plat Cabinet #1, Page 32-B, revised Page 36-B;
- Section II - Plat Cabinet #1, Page 36-A;
- Section III - Plat Cabinet #1, Page 39-A;
- Section IV - Plat Cabinet #1, Page 44-B;

1 all of the Plat Records of Bastrop County, Texas, does hereby  
2 acknowledge, declare, adopt and impress all of the property  
3 included in such Lake Bastrop Acres, Sections I, II, III and IV, as  
4 shown on said plats with the following Amended Restrictions, to-  
5 wit:

6 **FIRST:**

7 All lots shall be known and described as lots for residential  
8 purposes only, with the exception of those lots specifically marked  
9 commercial on the Plat Map. Only one single-family residence may  
10 be erected on any lot.

11 **SECOND:**

12 Each residence shall have a minimum floor area of 1000 square  
13 feet, exclusive of porches, stoops, open or closed carports, patios  
14 or garages.

15 **THIRD:**

16 Each residence shall be a newly constructed residence and no  
17 used or existing buildings or structures other than manufactured or  
18 modular homes as described in the succeeding paragraph shall be  
19 moved onto or used as a residence on any lot; nor shall any garage  
20 apartment, mobile home or other temporary building or structure be  
21 erected or placed on any lot to be used as a residence.

22 **FOURTH:**

23 No building or other structure shall be erected or the  
24 erection thereof begun on any residential lot until the plans and  
25 specifications thereof shall have been presented and approved in  
26 writing by the Architectural Control Committee, herein referred to  
27 as to outward appearances and design but should such committee fail  
28 to act within thirty (30) days, then their approval of said plan  
29 shall be conclusively presumed.

30 **FIFTH:**

31 Manufactured or modular homes to be built or placed on lots on  
32 Sections I, II, III and IV, are subject to the following  
33 restrictions:

- 34 A. No manufactured home of less than 1000 square feet of  
35 heated and air conditioned space shall be permitted.
- 36 B. Such manufactured or modular home must be new.
- 37 C. All manufactured or modular homes are subject to the  
38 approval of the Architectural Control Committee.

- 1           D.    The modular or manufactured home must have the wheels  
2                removed and must be placed either on a slab or permanent  
3                blocks or piers.
  
- 4           E.    All manufactured homes or modular homes must be skirted  
5                within sixty (60) days after placement on the property  
6                with masonry, plaster or a material to match the exterior  
7                siding of the residence.
  
- 8           F.    All modular or manufactured homes shall be anchored to  
9                the land in a manner sufficient to meet the requirements  
10              of the Texas Department of Licensing and Regulations.
  
- 11          G.    All manufactured homes or modular homes must have vinyl,  
12                masonite or hardboard siding.
  
- 13          H.    All manufactured or modular homes must have decks  
14                installed on the front and back entrances within sixty  
15                (60) days of the installation or placement of the modular  
16                or manufactured home on the lot. The front deck must be  
17                a minimum of 4' by 8'. The back deck must be a minimum  
18                of 4' by 4'. Decks must be of permanent constructions  
19                and made of either concrete, stone, brick, treated lumber  
20                or the equivalent and must be, in the case of lumber,  
21                painted or color-stained to match the individual home.

22           **SIXTH:**

23           The Architectural Control Committee is composed of three (3)  
24           members appointed by Lake Bastrop Acres, Inc., its successors or  
25           assigns, for the betterment and improvement of the Subdivision.  
26           The procedure and rules for submission of applications to the  
27           Architectural Control Committee for a new structure or for the  
28           placement of a manufactured or modular home are as follows:

- 29          A.    All submissions are to be in writing on application form  
30                approved by the Architectural Control Committee.
  
- 31          B.    The time period within which the Architectural Control  
32                Committee must act does not begin to run until a complete  
33                submission has been received. In the event the  
34                Architectural Control Committee notifies the applicant  
35                that the submission is incomplete in any respect, the  
36                time will not begin to run until those deficiencies or  
37                omissions have been corrected.
  
- 38          C.    The application shall, at a minimum, include sufficient  
39                plans and specifications for the Architectural Control  
40                Committee to determine the location on the lot, the  
41                outward appearances, design and nature of the exterior  
42                finish.

- 1           D.   Applications for the placement of manufactured or modular  
 2           homes shall include, at a minimum:
- 3           (1)   Full written specifications for the modular or  
 4           manufactured home.
- 5           (2)   Photographs of the modular or manufactured home.
- 6           (3)   The proposed location on the lot.
- 7           (4)   Plans or specifications for the decks required by  
 8           the restrictions.
- 9           (5)   Plans or specifications for the slab or permanent  
 10          blocks or piers upon which the modular or  
 11          manufactured home is to be placed.
- 12          (6)   Such other information as is necessary to insure  
 13          that the manufactured home meets all requirements  
 14          of the Texas Department of Licensing and  
 15          Regulations.

16           Anyone desiring to contact the Architectural Control Committee  
 17           for the purpose of obtaining an application for approval of a  
 18           residence to be built on any of the lots within the Subdivision or  
 19           for approval of plans and specifications for a modular or  
 20           manufactured home may request the form of such application or such  
 21           its requirements by contacting the Registered Agent for Service for  
 22           Lake Bastrop Acres, Inc., whose name and address may be obtained  
 23           from the Secretary of State for the State of Texas.

24           **SEVENTH:**

25           No fence shall be permitted to extend nearer to the street  
 26           than the minimum set back line hereinafter provided.

27           **EIGHTH:**

28           No residential structure shall be located nearer to the front  
 29           lot line than thirty (30) feet, or nearer to the side lot line or  
 30           rear lot line than ten (10) feet.

31           **NINTH:**

32           No livestock of any kind shall be kept or maintained on said  
 33           property or any portion thereof, nor shall any chicken yard be  
 34           maintained thereon, unless one hundred (100) feet from any road or  
 35           street. There shall not be erected on any of the property herein  
 36           any livery stable, barn or stable, whatsoever, unless two hundred  
 37           fifty (250) feet from road or street.

1     **TENTH:**

2           No noxious or offensive trade or activity shall be carried on  
3 upon any lot, nor shall anything be done thereon which may be or  
4 become an annoyance or nuisance to the neighborhood. No  
5 manufacturing or commercial enterprise, or enterprise of any kind  
6 for profit shall be maintained upon, in front of, or in connection  
7 with the site conveyed, nor shall said site in any way be used for  
8 other than strictly residential purposes.

9     **ELEVENTH:**

10           When a sewer line is laid in any street on which this property  
11 abuts, it shall be incumbent upon the Purchaser of any lot in this  
12 Subdivision to establish connection with said sewer system without  
13 delay and thereafter to make use of the same to the exclusion of  
14 all latrines, cesspools or septic tanks.

15     **TWELFTH:**

16           No sign of any kind shall be displayed to the public view on  
17 any lot except one professional sign of not more than one (1)  
18 square foot advertising the property for sale or rent, or signs  
19 used by a builder to advertise the property during the construction  
20 or sales period.

21     **THIRTEENTH:**

22           Apartment houses, hotels, churches and schools may be built in  
23 other portions of said tract than the business section if the said  
24 Architectural Control Committee, at its discretion, shall grant a  
25 special permit in writing for the same, and if the consent in  
26 writing of all the owners of lots within five hundred (500) feet of  
27 the site of the proposed apartment house, hotel, church or school  
28 be first obtained, and a special permit from said Architectural  
29 Control Committee and consent of said lot owners shall be necessary  
30 in each instance where such building may be proposed.

31     **FOURTEENTH:**

32           An assessment of \$10.00 per lot per year shall run against  
33 each lot in said Subdivision for the maintenance of the park areas  
34 designated on the plat of such Subdivision. Such assessment shall  
35 be and is hereby secured by a lien on each lot respectively and  
36 shall be payable to Lake Bastrop Acres, Inc., beginning one year  
37 after the date of the sales contract or deed of conveyance,  
38 whichever is sooner, covering each lot in the Subdivision.  
39 Assessments received by Lake Bastrop Acres, Inc. or its assigns  
40 shall be maintained in a separate operating account and are to be  
41 used solely for the purpose of maintenance of park areas within the  
42 Subdivision.

1 **FIFTEENTH:**

2 Any violations of any other covenants, agreements,  
3 reservations, easements and restrictions contained herein shall not  
4 have the effect of impairing or affecting the rights of any  
5 mortgagee, trustee or grantor, under any mortgage, or deed of  
6 trust, or to the assignee of any such mortgage or deed of trust,  
7 outstanding against the said property at the time that the  
8 easements, agreements, restrictions, regulations and covenants may  
9 be violated.

10 **SIXTEENTH:**

11 The Grantor reserves the right to change or cancel any or all  
12 of these restrictions, if in its judgment, the development or lack  
13 of development of adjacent property makes that course necessary or  
14 advisable.

15 **SEVENTEENTH:**

16 These restrictions and covenants are hereby declared to be  
17 covenants running with the land and shall be fully binding upon all  
18 persons acquiring property in Lake Bastrop Acres, a subdivision in  
19 Bastrop County, Texas, whether by descent, devise, purchase or  
20 otherwise, and any person by the acceptance of title to any lot of  
21 this Subdivision shall thereby agree and covenant to abide by and  
22 fully perform the foregoing restrictions and covenants. These  
23 covenants are to run with the land and shall be binding for a  
24 period of twenty-five (25) years from the date hereof and shall  
25 automatically review and extend for like 25-year periods, unless at  
26 the end of any such 25-year period, two-thirds (2/3) of the owners  
27 of the lots in any section within the Subdivision, by written  
28 ballot, shall affirmatively vote to terminate the covenants and  
29 conditions.

30 **EIGHTEENTH:**

31 If the owner of any lot in said Subdivision, or any person,  
32 shall violate any of the covenants herein, it shall be lawful for  
33 any other person or persons owning any real property situated in  
34 said Subdivision to prosecute any proceedings at law or in equity  
35 against the person or persons violating or attempting to violate  
36 any such covenant and either to prevent him or them from so doing  
37 or to recover damages or other dues for such violation.

38 **NINTEENTH:**

39 Each and all of said covenants, restrictions and agreements  
40 shall be deemed and construed to be continuing, and it is expressly  
41 agreed and understood that no waiver of any breach of any of the  
42 covenants, agreements, restrictions and conditions herein contained  
43 shall be construed to be a waiver of any other breach of the same,

1 or other covenants, agreements, restrictions and conditions, nor  
2 shall failure to enforce any one of such restrictions, either by  
3 forfeiture or otherwise, be construed as a waiver of any other  
4 restriction or condition.

5 **TWENTIETH:**

6 Invalidation of any one or more of these covenants and  
7 restrictions by judgment of any court shall in no wise affect any  
8 of the other covenants, restrictions and provisions herein  
9 contained, which shall remain in full force and effect.

10 EXECUTED this 5th day of February, 1999.

11 LAKE BASTROP ACRES, INC.

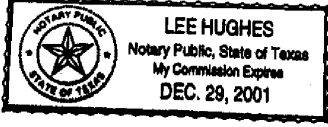
12 By: *Vernon Tuck, Jr. President*  
13 Vernon Tuck, Jr., President

14 ATTEST:

15 *JoAnn Tuck*  
16 JoAnn Tuck  
17 Vice President and Secretary

18 THE STATE OF TEXAS §  
19 §  
20 COUNTY OF BASTROP §

21 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 5th  
22 day of February, 1999, by **VERNON TUCK, JR.**, President of  
23 Lake Bastrop Acres, Inc., a Texas corporation.

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*Lee Hughes*  
Notary Public In and For  
The State of T E X A S  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

FILED AND RECORDED

VOL 962 PAGE 593

*Shirley Wilhelm*

1999 FEB 11 09:14 AM 199901587  
Shirley Wilhelm  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

By           *B*          

Owen, Bogart and Rogers  
P.O. Box 690  
Elgin, TX 78621

*Restriction*



**LAKE BASTROP ACRES**  
**SECTION THREE**

A SUBDIVISION OF 2862 ACRES, OUT OF THE S.W. 1/4 OF SECTION 33, T11N, R11E, S11W, BASTROP COUNTY, TEXAS.

SCALE 1" = 100'

Block 1, Lots 23 and 24 of the Bastrop Survey, 1881-1882, as shown on the plat of said survey, recorded in the Public Records of Bastrop County, Texas, at page 100 of Volume 1.

By *Bill Taylor, City Public Surveyor* 1923

**EXEMPTIONS**  
This plat is hereby declared to be a subdivision of land, and the provisions of the laws of this State relating to the subdivision of land, and the provisions of the laws of this State relating to the subdivision of land, shall apply to this subdivision, and the provisions of the laws of this State relating to the subdivision of land, shall apply to this subdivision.

The State of Texas, County of Bastrop, do hereby certify that the above described land is a part of the Bastrop Survey, 1881-1882, as shown on the plat of said survey, recorded in the Public Records of Bastrop County, Texas, at page 100 of Volume 1, and that the above described land is a part of the Bastrop Survey, 1881-1882, as shown on the plat of said survey, recorded in the Public Records of Bastrop County, Texas, at page 100 of Volume 1.

**LIST OF LOTS**  
This plat contains the following lots, to-wit: Lots 1 through 100, inclusive, and the area between the streets of Overhill Road and Crestline Drive, and the area between the streets of Parkhill Drive and Vista Drive, and the area between the streets of Foothill Road and Green Valley Drive, and the area between the streets of Indian Drive and Oak Drive.