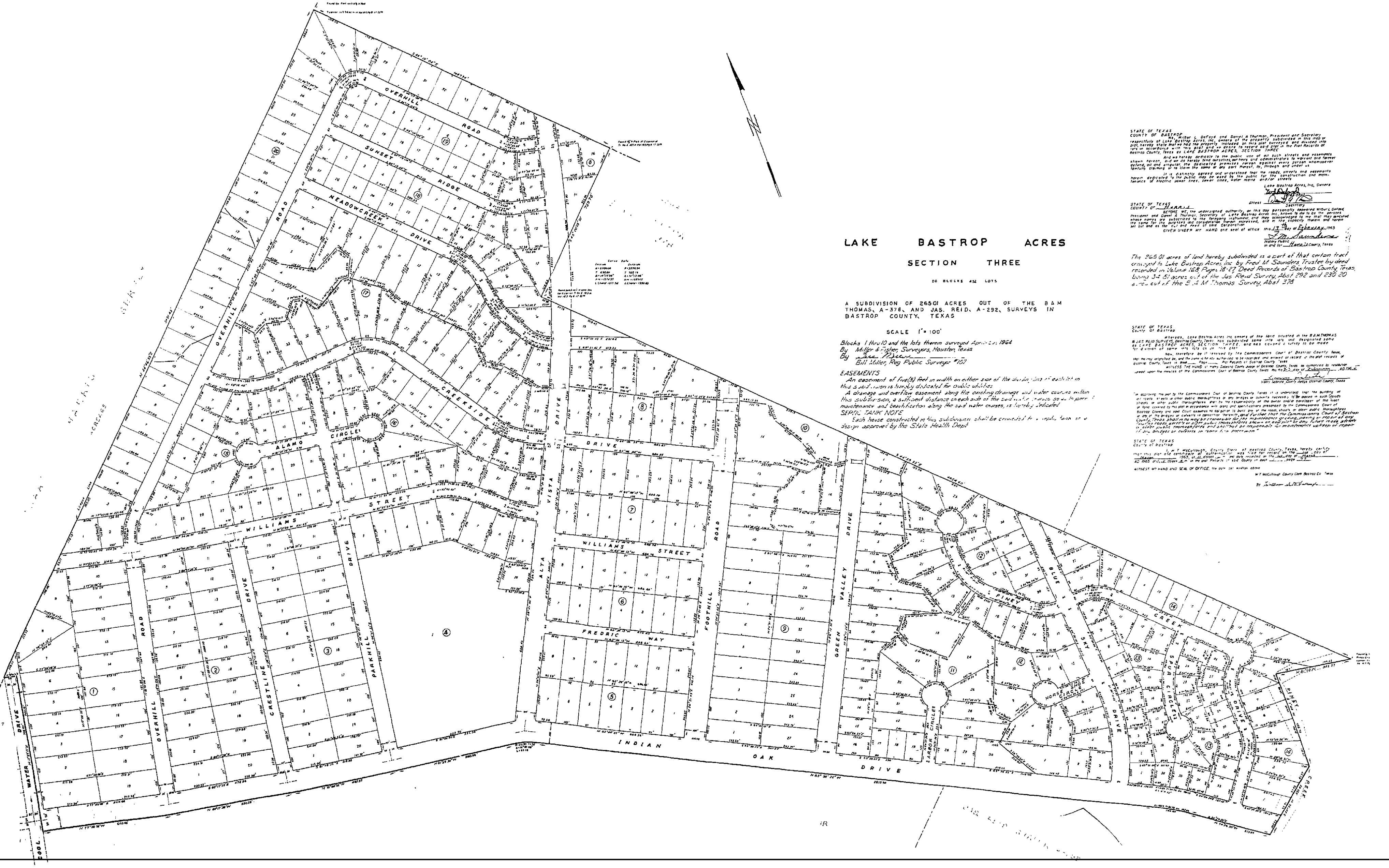

LAKE BASTROP ACRES

SECTION THREE

20 BLOCKS 452 LOTS

A SUBDIVISION OF 26501 ACRES OUT OF THE B A M THOMAS, A-378, AND JAS. REID, A-292, SURVEYS IN BASTROP COUNTY, TEXAS

SCALE 1" = 100'

Blocks 1 thru 10 and the lots therein surveyed April 22, 1964
By Miller & Fisher, Surveyors, Houston, Texas
By [signature]
Bill Miller, Reg Public Surveyor #107

EASEMENTS

An easement of five(5) feet in width on either side of the dividing line of each lot in this subdivision is hereby dedicated for public utilities

A drainage and overflow easement along the existing drainage and water courses within this subdivision, a sufficient distance on each side of the said water courses so as to permit maintenance and beautification along the said water courses, is hereby dedicated

SEPTIC TANK NOTE

Each house constructed in this subdivision shall be connected to a septic tank or a design approved by the State Health Dept

STATE OF TEXAS
COUNTY OF BASTROP

We, Wilbur L DeFord and Daniel A Thurman, President and Secretary respectfully of Lake Bastrop Acres, Inc, owners of the property subdivided in this map or plat, hereby state that we had the property included on this plat surveyed and divided into lots in accordance with this plat and we desire to record said plat in the Plat Records of Bastrop County, Texas as LAKE BASTROP ACRES, SECTION THREE

And we hereby dedicate to the public use of all such streets and easements shown hereon, and we do hereby bind ourselves, our heirs and administrators to warrant and forever defend, all and singular, the dedicated premises hereon against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under us

It is distinctly agreed and understood that the roads, streets and easements herein dedicated to the public may be used by the public for the construction and maintenance of electric power lines, sewer lines, water mains and/or streets

Lake Bastrop Acres, Inc, Owners
[signature] President
Attest [signature] Secretary

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Wilbur L DeFord President and Daniel A Thurman, Secretary of Lake Bastrop Acres Inc, known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out and as the act and deed of said Corporation

GIVEN UNDER MY HAND and seal of office this 17th day of February 1965

[signature: F M Saunders]
Notary Public in and for Harris County, Texas

The 265.01 acres of land hereby subdivided is a part of that certain tract conveyed to Lake Bastrop Acres inc by Fred M Saunders Trustee by deed recorded in Volume 168 Pages 18-27 Deed Records of Bastrop County, Texas, being 34.81 acres out of the Jas Reid Survey, Abst 292 and 230.20 acres out of the B A M Thomas Survey, Abst 378

STATE OF TEXAS
County Of Bastrop

Whereas, Lake Bastrop Acres Inc owners of the land situated in the B A M THOMAS & JAS REID SURVEYS, Bastrop County, Texas has subdivided same into lots and designated same as LAKE BASTROP ACRES, SECTION THREE, and has caused a survey to be made for division of same into lots as on this plat

Now, therefore be it resolved by the Commissioners Court of Bastrop County Texas, that the map attached be, and the same is hereby authorized to be recorded and entered of record in the plat records of Bastrop County, Texas in Book ___ Page ___ Plat Records of Bastrop County Texas

WITNESS THE HAND of Henry Sebesta County Judge of Bastrop County, Texas as authorized by resolution spread upon the minutes of the Commissioners Court of Bastrop County Texas this the 23 day of February AD 1965

[signature]
Henry Sebesta, County Judge Bastrop County, Texas

"In approving this plat by the Commissioners Court of Bastrop County Texas it is understood that the building of all roads, streets or other public thoroughfares or any bridges or culverts necessary to be placed in such roads streets or other public thoroughfares shall be the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Bastrop County and said Court assumes no obligation to build any of the roads, streets or other public thoroughfares or any of the bridges or culverts in connection therewith, and further that the Commissioners Court of Bastrop County, Texas shall in no way be responsible for the maintenance grading, paving or repair of any existing roads, streets or other public thoroughfares shown on said plat or any future roads, streets or other public thoroughfares and shall not be responsible for maintenance upkeep or repair of any bridges or culverts in connection therewith"

STATE OF TEXAS
County of Bastrop

I, W T McCullough, County Clerk of Bastrop County, Texas, hereby certify that this plat and certificate of authentication was filed for record on the 1st day of March 1965, at 11 o'clock A M and duly recorded on the 1st day of March AD 1965 at 11 o'clock A M in the plat Records of said County in book 1, page 77

WITNESS MY HAND AND SEAL OF OFFICE, the date last written above

W T McCullough County Clerk Bastrop Co Texas

By [signature]

SUBDIVISION RESTRICTIONS

LAKE 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 incombent 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 15th day of April, 1965.

LAKE BASTROP ACRES, INC.

By W. L. Defoyd
W. L. Defoyd, President

ATTEST:

Secretary

THE STATE OF TEXAS I

COUNTY OF HARRIS I

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 15th day of April, 1965.

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.
WILLIAM T. McCULLOUGH, CLERK,
BY Annie Lee Alexander DEPUTY. BASTROP COUNTY, TEXAS.

****

OFFICIAL RECORDS

8423

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

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 27th day of December, 1989.

LAKE BASTROP ACRES, INC.

By: JoAnn Ferenz
JoAnn Ferenz - Vice-President

ATTEST:
Kenneth M. Tuck, Secretary

THE STATE OF TEXAS §
§
COUNTY OF BASTROP. §

THIS INSTRUMENT WAS ACKNOLEDGED BEFORE ME on this the 27th 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
My Commission Expires Feb. 22, 1992

STAMPED/PRINTED NAME OF NOTARY

2-22-92
COMMISSION EXPIRES

FILED DEC 28 1989
10:40a M
Shirley Wellborn
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and at the 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

JAN 4 1990

Shirley Wellborn
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 garag , 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 approv d 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. t 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 own rs 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 15th day of December, 1993.

LAKE BASTROP ACRES PROPERTY OWNERS, INC.

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

ATTEST: VOL690 PAGE700

Nita Bender
710 WATER ST., BASTROP, TX 78602

STATE OF TEXAS

COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this the 15th day of December, 1993, by JON S. POLLARD.

CANDICE L. MULRAIN
Notary Public, State of Texas
My Commission Expires
OCT. 25, 1996

Candice L. Mulrain
Notary Public, State of Texas

FILED DEC 17 1993
8:30a M

Shirley Wilkinson
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 Wilkinson
COUNTY CLERK
BASTROP COUNTY, TEXAS

OFFICIAL RECORDS INSTRUMENT # 199901587 8 pgs

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;

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 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 used or existing buildings or structures other than manufactured or modular homes as described in the succeeding paragraph 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 thirty (30) days, then their approval of said plan shall be conclusively presumed.

FIFTH:

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

A. No manufactured home of less than 1000 square feet of heated and air conditioned space shall be permitted.

B. Such manufactured or modular home must be new.

C. All manufactured or modular homes are subject to the approval of the Architectural Control Committee.

D. The modular or manufactured home must have the wheels removed and must be placed either on a slab or permanent blocks or piers.

E. All manufactured homes or modular homes must be skirted within sixty (60) days after placement on the property with masonry, plaster or a material to match the exterior siding of the residence.

F. All modular or manufactured homes shall be anchored to the land in a manner sufficient to meet the requirements of the Texas Department of Licensing and Regulations.

G. All manufactured homes or modular homes must have vinyl, masonite or hardboard siding.

H. All manufactured or modular homes must have decks installed on the front and back entrances within sixty (60) days of the installation or placement of the modular or manufactured home on the lot. The front deck must be a minimum of 4' by 8'. The back deck must be a minimum of 4' by 4'. Decks must be of permanent constructions and made of either concrete, stone, brick, treated lumber or the equivalent and must be, in the case of lumber, painted or color-stained to match the individual home.

SIXTH:

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. The procedure and rules for submission of applications to the Architectural Control Committee for a new structure or for the placement of a manufactured or modular home are as follows:

A. All submissions are to be in writing on application form approved by the Architectural Control Committee.

B. The time period within which the Architectural Control Committee must act does not begin to run until a complete submission has been received. In the event the Architectural Control Committee notifies the applicant that the submission is incomplete in any respect, the time will not begin to run until those deficiencies or omissions have been corrected.

C. The application shall, at a minimum, include sufficient plans and specifications for the Architectural Control Committee to determine the location on the lot, the outward appearances, design and nature of the exterior finish.

D. Applications for the placement of manufactured or modular homes shall include, at a minimum:

(1) Full written specifications for the modular or manufactured home.

(2) Photographs of the modular or manufactured home.

(3) The proposed location on the lot.

(4) Plans or specifications for the decks required by the restrictions.

(5) Plans or specifications for the slab or permanent blocks or piers upon which the modular or manufactured home is to be placed.

(6) Such other information as is necessary to insure that the manufactured home meets all requirements of the Texas Department of Licensing and Regulations.

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

SEVENTH:

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

EIGHTH:

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

NINTH:

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.

TENTH:

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.

ELEVENTH:

When a sewer line is laid in any street on which this property abuts, 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.

TWELFTH:

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.

THIRTEENTH:

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.

FOURTEENTH:

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. Assessments received by Lake Bastrop Acres, Inc. or its assigns shall be maintained in a separate operating account and are to be used solely for the purpose of maintenance of park areas within the Subdivision.

FIFTEENTH:

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 such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, regulations and covenants may be violated.

SIXTEENTH:

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

SEVENTEENTH:

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 and shall automatically review and extend for like 25-year periods, unless at the end of any such 25-year period, two-thirds (2/3) of the owners of the lots in any section within the Subdivision, by written ballot, shall affirmatively vote to terminate the covenants and conditions.

EIGHTEENTH:

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.

NINETEENTH:

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.

TWENTIETH:

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 5th day of February, 1999.

LAKE BASTROP ACRES, INC.

By: Vernon Tuck Jr. President
Vernon Tuck, Jr., President

ATTEST:

JoAnn Tuck
JoAnn Tuck
Vice President and Secretary

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

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

LEE HUGHES
Notary Public, State of Texas
My Commission Expires
DEC. 29, 2001

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 _____

Restrictions

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

BAC 00-11491

VOL 1069 PAGE 689

OFFICIAL RECORDS INSTRUMENT # 200011393 1 PG

Affidavit

August 10, 2000

Bastrop Abstract Company, Inc.
P.O. Box 490
Bastrop, Texas 78602

RE: Lake Bastrop Acres Property Owners, Inc.
Lake Bastrop Acres Subdivision Section I, II, III and IV

To Whom It May Concern:

I the undersigned representative of Lake Bastrop Acres Property Owners, Inc. do hereby represent to Bastrop Abstract Company, Inc. the following:

1. **Lake Bastrop Property Acres Owners, Inc. is no longer an active entity;**
2. **Lake Bastrop Property Acres Owners, Inc. no longer collects assessments; and**
3. **Lake Bastrop Property Acres Owners, Inc. will NOT seek payment of any unpaid dues for prior years.**

Sincerely,

Lake Bastrop Acres Property Owners, Inc.

Candace Mattox

By: Candace ~~Maddox~~ Mattox

Title: ~~former president~~ LBAPOA, Inc.

THE STATE OF TEXAS

COUNTY OF BASTROP

SWORN TO AND SUBSCRIBED AND ACKNOWLEDGED before me on this the 14 **day of August , 2000 By: Candace ~~Maddox~~** Mattox, former President of Lake Bastrop Acres Property Owners, Inc.

(SEAL)

NOTARY PUBLIC, STATE OF TEXAS

JENNIFER L. LOCKE
Notary Public, State of Texas
My Commission Expires
NOVEMBER 17, 2001

FILED AND RECORDED

2000 AUG 14 03:51 PM 200011393
Shirley Wilhelm
COUNTY CLERK
BASTROP COUNTY, TEXAS
By BM

OFFICIAL RECORDS INSTRUMENT # 200100577 1 PG

BAr 0012001

Affidavit

LAKE BASTROP ACRES, INC. VOL 1099 PAGE 579

January 10, 2001

Bastrop Abstract Company, Inc.
P O. Box 490
Bastrop, Texas 78602

RE. LAKE BASTROP ACRES, SECTION I, II,III AND IV, A SUBDIVISION IN BASTROP COUNTY, TEXAS

To Whom it may concern:

I the undersigned a representative of Lake Bastrop Acres, Inc , do hereby represent to Bastrop Abstract Company, Inc , the following:

1. Lake Bastrop Acres, Inc is no longer collecting assessments at the present time

2 Lake Bastrop Acres, Inc., will **NOT** seek payment of any unpaid dues for the prior years.

If, Lake Bastrop Acres, Inc , decides to start collecting assessments, Bastrop Abstract Company, Inc., will be notified by written notice by Lake Bastrop Acres, Inc.

Sincerely,
LAKE BASTROP ACRES, INC

BY Jo Ann Tuck
Jo Ann Tuck, President

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

THE STATE OF TEXAS
COUNTY OF Bastrop

Sworn to, subscribed and acknowledged before me on this the 11th Day of January, 2001, by Jo Ann Tuck, President of Lake Bastrop Acres, Inc , a Texas corporation, on behalf of said corporation.

(Seal)

Ann J GOERTZ
Notary Public, State of Texas
My Commission Expires
JULY 7, 2003

Notary Public - State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Shirley Wilhelm

2001 JAN 16 04:12 PM 200100577
MITCHELL $9.00
Shirley Wilhelm , COUNTY CLERK
BASTROP COUNTY, TEXAS

V1420-P144

OFFICIAL RECORDS INSTRUMENT # 200404467 3 pgs

02ATCBA227 2418000129

CERTIFICATE OF CORPORATE RESOLUTION

I, Marian McWhorter, Secretary, of the **LAKE BASTROP ACRES, INC.** does hereby certify that said corporation is duly organized and existing under the laws of the State of Texas, that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that is duly qualified to do business in the State of Texas and is in good standing in such State; that there is no provision of the Articles of Incorporation or by-laws of said corporation limiting the power of the Board of Directors to pass the resolution set out below and that the same is in conformity with the provisions of said Articles of Incorporation and by-laws; that the Secretary is the keeper of records and minutes of the proceedings of the Board of Directors of said corporation and that on the 9th day of Nov., 2002, there was held a meeting of the Board of Directors of said Corporation, which was duly called and held in accordance with the law and the by-laws of the corporation, at which meeting all of the Directors were present, and that at said meeting the following resolution was duly and legally passed and adopted and that the same has not been altered, amended, rescinded or repealed and is now in full force and effect:

RESOLUTION TO SELL AND/OR PURCHASE REAL ESTATE

RESOLVED, that the President of the corporation is authorized and directed to sell and/or purchase both improved and unimproved real estate located in Bastrop County, Texas;

RESOLVED FURTHER, that the President is authorized and directed to negotiate the terms and conditions of the sales and/or purchases, and he is authorized to execute and accept all documents and instruments necessary to carry out these transactions.

RESOLVED FURTHER, this Resolution shall authorize the corporation to enter into these transactions from time to time as described herein without necessity of a separate resolution for each sale.

RECORDER'S MEMORANDUM
All or part of the text in this document was not clearly legible for satisfactory reproduction.

V1420-P145

RESOLVED FURTHER, that the Secretary of the corporation is directed to certify the minutes of this meeting and the contents of these resolutions and to deliver the certification in support of the authority of the officers named above to act on behalf of this corporation.

We further certify that the following persons are the officers of LAKE BASTROP ACRES, INC. and are the persons authorized to act and sign the foregoing resolution:

JO ANNE TUCK, PRESIDENT

Marian McWhorter **SECRETARY**

IN WITNESS WHEREOF, we have hereunto set our hands as President and Secretary, respectively, of said corporation and have attached hereto the official seal of said corporation, this 5th **day of** May, 2003

Jo Anne Tuck, President
Marian McWhorter
Marian McWhorter **Secretary**

THE STATE OF TEXAS

COUNTY OF Harris

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, ON THIS THE 15th **DAY OF** May**, 2003 BY: Jo Anne Tuck, President of LAKE BASTROP ACRES, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION.**

SEAL
LATISHA EDWARDS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2005

Latisha Edwards
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

V1420-P146

THE STATE OF TEXAS

COUNTY OF Harris

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, ON THIS THE 15th DAY OF March, 2003 BY: Marian Mitchell, Secretary of LAKE BASTROP ACRES, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION.

LATISHA EDWARDS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2005

Latisha Edwards
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

2004 MAR 17 03:52 PM 200404467
KRISTAB $13.00
ROSE PIETSCH ,COUNTY CLERK
BASTROP COUNTY, TEXAS