

THE STATE OF TEXAS    I    KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF HARRIS    I    I

No Le Haze, Inc., a Texas corporation, acting by and through its duly authorized officers, is the owner of 86.341 acres of land out of the Nichols Boyce Survey in Bastrop County, Texas, being a portion conveyed to No Le Haze, Inc. by deed of record in Volume 207, Pages 824-827, Bastrop County Deed Records, do hereby adopt this map or plat as our subdivision of a portion of said tract to be known and designated as Turkey Run, Section One, and we do hereby dedicate to the public all of the streets and easements as shown hereon.

Witness this 10<sup>th</sup> day of November, A.D. 1972.

Dr. H. Murphy Webb, President

THE STATE OF TEXAS    I  
 COUNTY OF HARRIS    I

BEFORE ME, the undersigned authority, on this day personally appeared Dr. H. Murphy Webb, known to me to be the person whose name is subscribed to the foregoing instrument, as President of NO LE HAZE, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10<sup>th</sup> day of November, 1972.

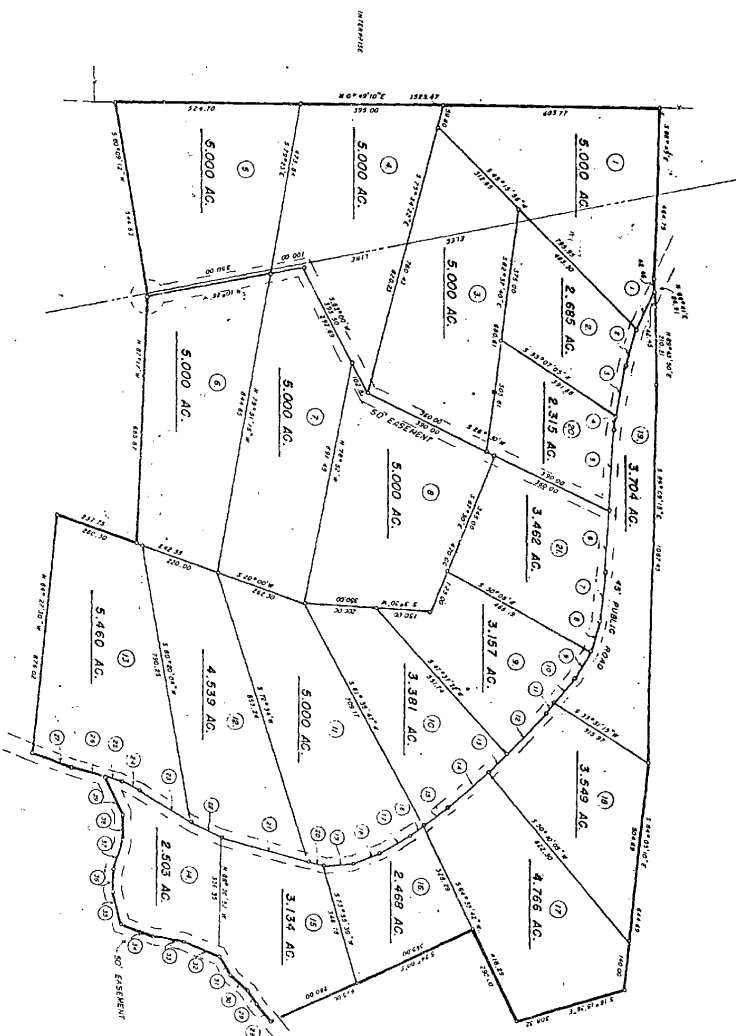
*Arthur O. Barner*  
 Notary Public in and for Harris County, Texas

THE STATE OF TEXAS    I  
 COUNTY OF BASTROP    I

I, Jack A. Griesenbeck, County Judge of Bastrop County, Texas, do hereby certify that the foregoing plat was approved and accepted by the Commissioners Court of said County on the 13<sup>th</sup> day of November, 1972, as shown by order of record in the minutes of said Court.

*Jack A. Griesenbeck*  
 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 the developer of the tract of land covered by this prescribed plat and by the Commissioners Court of Bastrop County, Texas, 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.

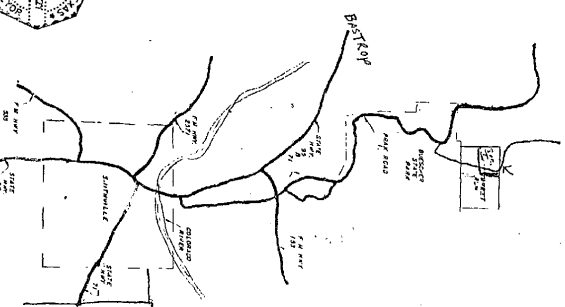


Block	Cont.	Acres
1	5,000	5.0000
2	5,000	5.0000
3	5,000	5.0000
4	5,000	5.0000
5	5,000	5.0000
6	5,000	5.0000
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91	5,000	5.0000
92	5,000	5.0000
93	5,000	5.0000
94	5,000	5.0000
95	5,000	5.0000
96	5,000	5.0000
97	5,000	5.0000
98	5,000	5.0000
99	5,000	5.0000
100	5,000	5.0000

SECTION 1  
**TURKEY RUN**  
 NICHOLAS BOYCE SURVEY  
 BASTROP COUNTY, TEXAS

TO BE KNOWN AS THE TURKEY RUN, SECTION 1, NICHOLAS BOYCE SURVEY, BASTROP COUNTY, TEXAS, BEING A PORTION OF SAID SURVEY AS SHOWN BY DEED OF RECORD IN VOLUME 207, PAGES 824-827, BASTROP COUNTY DEED RECORDS, AND BEING A PORTION OF SAID SURVEY AS SHOWN BY DEED OF RECORD IN VOLUME 207, PAGES 824-827, BASTROP COUNTY DEED RECORDS.

*Don R. Murphy*  
 DON R. MURPHY REGISTERED PUBLIC SURVEYOR



RESTRICTIONS

TURKEY RUN SUBDIVISION

THE STATE OF TEXAS X  
COUNTY OF BASTROP X

KNOW ALL MEN BY THESE PRESENTS:

NO LE HACE, INC., a Texas corporation, acting by and through its duly authorized officers, is the owner of a subdivision located in Bastrop County, Texas, known as Turkey Run Subdivision, Section 1, according to a plat which is recorded in Volume 2, Page 50, of the *Bastrop Co.* Records of Bastrop County, Texas, to which plat and the record thereof reference is here made for a more full and particular description of said property; and

That, No Le Hace, Inc., desires to create and enforce certain restrictions as to the use and occupancy of the tracts of land lying within said subdivision; and further to make said restrictions applicable to all further sections of Turkey Run; and

That, No Le Hace, Inc., hereby establishes and imposes the following restrictions, reservations, covenants, and limitations, upon the said subdivision, to-wit:

1. Each contract, deed, or any other instrument hereinafter executed with regard to any of the tracts in Turkey Run Subdivision shall conclusively be held to have been executed, delivered, and accepted subject to these restrictions.
2. No building of any kind whatsoever shall be erected or maintained on said land except a private dwelling house, a private garage for the sole use of the respective owner or occupant of the land upon which garages were erected, and a stable for the housing of horses and storing hay.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 600 square feet.
4. No house trailer shall be placed on any tract, and no tent, shack, or other out building may be erected. This restriction does not prevent the use of any of the above structures on a temporary basis, during a period that a permanent structure is being erected, not to exceed 90 days, or approval of the Committee set out in No. 5 of these restrictions.

5. No building shall be erected, placed or altered on any residential lot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of design with existing structures in said subdivision, and as to location of the buildings with respect to a topography and finished ground elevation, by a Committee composed of \_\_\_\_\_, D. H. Murphy, Webb and Joe D. Beawett, all of Harris County, Texas, or by a representative designated by said Committee.

Death or resignation of any Committee member shall not deprive the remaining member or members of the authority to approve or disapprove such design or location. The remaining members may designate a replacement for said resigned or deceased member. Such approval shall not be required if the Committee fails to approve such design or location within 30 days after said plans and specifications have been submitted. No member or representative of said Committee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of this Committee shall cease upon the sale of the last tract of the last section of Turkey Run Subdivision unless a written instrument, executed by a majority of the landowners, shall be filed appointing representatives to exercise the same powers exercised by the Committee.

6. No outside toilets shall be installed or maintained. Each residence must be equipped with a properly installed and functioning sanitary septic tank and field of sufficient capacity. Drain lines shall be so constructed as not to permit drainage into ditches, lakes or natural water courses.

7. No lot shall be divided or subdivided. No part of any building on any tract shall be erected or maintained nearer than 25 feet from any road on which the tract fronts or nearer than ten feet from the side property lines of that tract, or nearer than 25 feet from any rear tract line. A rear line shall be understood to mean a boundary line which is not a road line and does not extend to any road line, and a side line shall be understood to mean boundary line which is not a road line, but which does extend to a road line.

8. No nuisance, or offensive, noisy, or illegal trade, calling, or transaction shall be done, suffered, or permitted. No part of said subdivision shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes.

9. Easements, including easements for utilities and drainage facilities, are reserved as follows: Adjacent to each and every property line contained in said subdivision, exclusive of those property lines abutting any road, there is reserved an easement ten feet in width. Adjacent to those property lines abutting any road, there is reserved an easement twenty feet in width. There is also dedicated an unobstructed aerial easement adjacent to the easements above contained in this restriction, from a plane twenty feet above the ground, upward.

Where the plat or plats indicate a road through or in said subdivision, there is reserved a right of way easement fifteen feet wide on either side of the center line of said road.

10. On tracts \_\_\_\_\_

there is an easement previously granted to

This easement is indicated on the plat of said subdivision. No buildings are permitted along said easement, however, fences and/or roads may be constructed thereon.

11. No signs of any kind shall be displayed to the public view on any tract, except one sign of not more than 6 feet square, advertising the property for sale or rent, or signs used by No Le Hace, Inc., to advertise the property during the sale, or to identify the particular tract as being owned by a particular individual, or to identify a road.

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

13. No tract shall be used or maintained as a dumping ground for refuse, rubbish or trash. No garbage or waste or other refuse shall be allowed to accumulate on any tract. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. No animals or poultry of any kind shall be raised, bred or kept on any tract, except horses, dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than one horse per full acre contained in each tract may be kept on said tract.

15. No tree may be cut except for clearing the land for building purposes. This does not prevent the clearing of underbrush on any tract.

16. No discharge or shooting of any firearms shall be permitted in said subdivision. However, the having of quail and dove in said subdivision is hereby exempted from said restriction.

17. No fence may be constructed before the design of said fence is approved by the architectural committee.

18. Each and every resident or tract owner in this subdivision shall comply strictly with each and all legal, sanitary, health and police laws, ordinances and regulations as the same may now exist or may hereinafter exist.

19. No dam, earthen fill or obstruction or any kind shall be constructed or permitted to remain in any creek, water course or drainage of a height greater than three feet above the natural grade.

20. Parks and recreational facilities as set out in plat mentioned herein, or in any plat filed for additional sections of Turkey Run Subdivision, will be dedicated to the property owners of said Turkey Run Subdivision upon the sale of the last tract

of land in Turkey Run Subdivision. These parks and recreational facilities shall be for the use, benefit and enjoyment of tract owners and their guests, only.

21. Each and every tract in each section of Turkey Run Subdivision shall be and is hereby subjected to an annual maintenance charge of \$24.00, payable to the committee set out in No. 5 of these restrictions. The funds arising from said maintenance charge shall be applied to the maintenance of the roads and parks and recreational facilities contained in Turkey Run Subdivision.

22. There is hereby granted unto Bluebonnet Electric Cooperative, Inc. of Giddings, Texas, its successors and assigns, the right to enter upon any tract in this subdivision and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; together with the right of ingress and egress over adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances. In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.


23. These covenants are to run with the land, and shall be binding on all parties and all persons claiming by, through or under them until January 1, 1993, at which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

24. If the parties hereto, or any of them, or their successors or assigns, or any future owner or owners of the tracts in this subdivision shall violate any of the covenants herein, it shall be lawful for any person owning any of the tracts in said subdivision to prosecute and proceed at law or in equity against whomsoever violates or attempts to violate any such covenant and either prevent him or them from doing so, or obtaining damages or other relief from such violation.

25. The foregoing remedies are cumulative, and are in addition to all other remedies and relief allowed by law and/or equity, to any and all residents and/or tract owners in such subdivision who are or may be injured, damaged or inconvenienced by the violations of any other resident or tract owner or owners, as these provisions exist or may hereafter exist.

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IN TESTIMONY WHEREOF, NO LE HACE, INC., by and through its President, Dr. H. Murphy Webb, and its Secretary-Treasurer, Joe D. Bennett, have caused these presents to be executed by its officers, affixing their corporate seals, this the 3rd day of October, 1972 at Hayston, Texas.

  
\_\_\_\_\_  
PRESIDENT

ATTEST:  
  
\_\_\_\_\_  
SECRETARY-TREASURER

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Dr. H. Murphy Webb, known to me to be the person whose name is subscribed to the foregoing instrument, as President of NO LE HACE, INC., a corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of October, 1972.

NOTARY SEAL

Betty C. Burney  
NOTARY PUBLIC in and for  
Harris County, Texas

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Joe D. Bennett, known to me to be the person whose name is subscribed to the foregoing instrument, as Secretary-Treasurer of NO LE HACE, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of October, 1972.

NOTARY SEAL

David H. Salts  
NOTARY PUBLIC in and for  
Harris County, Texas

FILED FOR RECORD 17th DAY OF November, 1972 AT 1:50 P.M.  
AND RECORDED THE 22nd DAY OF November, 1972 AT 9:45 A.M.  
BY Jasper Schaefer DEPUTY. LUCILLE MCCULLOUGH, CLERK,  
BASTROP COUNTY, TEXAS.

AMENDED

4350

RESTRICTIONS

DEED RECORDS

TURKEY RUN SUBDIVISION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

NO LE HACE, INC., a Texas corporation, acting by and through its duly authorized officers, is the owner of a subdivision located in Bastrop County, Texas, known as Turkey Run Subdivision, Section 1, according to a plat which is recorded in Volume 2, Page 50, of the *Bastrop Co.* Records of Bastrop County, Texas, to which plat and the record thereof reference is here made for a more full and particular description of said property; and

That, No Le Hace, Inc., desires to create and enforce certain restrictions as to the use and occupancy of the tracts of land lying within said subdivision; and further to make said restrictions applicable to all further sections of Turkey Run; and

That, No Le Hace, Inc., hereby establishes and imposes the following restrictions, reservations, covenants, and limitations, upon the said subdivision, to-wit:

1. Each contract, deed, or any other instrument hereinafter executed with regard to any of the tracts in Turkey Run Subdivision shall conclusively be held to have been executed, delivered, and accepted subject to these restrictions.

2. No building of any kind whatsoever shall be erected or maintained on said land except a private dwelling house, a private garage for the sole use of the respective owner or occupant of the land upon which garages were erected, and a stable for the housing of horses and storing hay.

3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 600 square feet.

4. No house trailer shall be placed on any tract, and no tent, shack, or other out building may be erected. This restriction does not prevent the use of any of the above structures on a temporary basis, during a period that a permanent structure is being erected, not to exceed 90 days, or approval of the Committee set out in No. 5 of these restrictions.

5. No building shall be erected, placed or altered on any residential lot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of design with existing structures in said subdivision, and as to location of the buildings with respect to a topography and finished ground elevation, by a Committee composed of Dr. H. Murphy Webb and Joe D. Bennett all of Harris County, Texas, or by a representative designated by said Committee.

Death or resignation of any Committee member shall not deprive the remaining member or members of the authority to approve or disapprove such design or location. The remaining members may designate a replacement for said resigned or deceased member. Such approval shall not be required if the Committee fails to approve such design or location within 30 days after said plans and specifications have been submitted. No member or representative of said Committee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of this Committee shall cease upon the sale of the last tract of the last section of Turkey Run Subdivision unless a written instrument, executed by a majority of the landowners, shall be filed appointing representatives to exercise the same powers exercised by the Committee.

6. No outside toilets shall be installed or maintained. Each residence must be equipped with a properly installed and functioning sanitary septic tank and field of sufficient capacity. Drain lines shall be so constructed as not to permit drainage into ditches, lakes or natural water courses.

7. No lot shall be divided or subdivided. No part of any building on any tract shall be erected or maintained nearer than 25 feet from any road on which the tract fronts or nearer than ten feet from the side property lines of that tract, or nearer than 25 feet from any rear tract line. A rear line shall be understood to mean a boundary line which is not a road line and does not extend to any road line, and a side line shall be understood to mean boundary line which is not a road line, but which does extend to a road line.

8. No nuisance, or offensive, noisy, or illegal trade, calling, or transaction shall be done, suffered, or permitted. No part of said subdivision shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes.

9. Easements, including easements for utilities and drainage facilities, are reserved as follows: Adjacent to each and every property line contained in said subdivision, exclusive of those property lines abutting any road, there is reserved an easement ten feet in width. Adjacent to those property lines abutting any road, there is reserved an easement twenty feet in width. There is also dedicated an unobstructed aerial easement adjacent to the easements above contained in this restriction, from a plane twenty feet above the ground, upward.

Where the plat or plats indicate a road through or in said subdivision, there is reserved a right of way easement ~~fif~~ 25 feet wide on either side of the center line of said road.

10. On tracts 1; 2; 3; 4; 5; 6; 7; 22; 23; 25; and 26

there is an easement previously granted to Bluebonnet Electric Coop. of Giddings, Tex. of 20 feet. This easement is indicated on the plat of said subdivision. No buildings are permitted along said easement, however, fences and/or roads may be constructed thereon.

11. No signs of any kind shall be displayed to the public view on any tract, except one sign of not more than 6 feet square, advertising the property for sale or rent, or signs used by No Le Hace, Inc., to advertise the property during the sale, or to identify the particular tract as being owned by a particular individual, or to identify a road.

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

13. No tract shall be used or maintained as a dumping ground for refuse, rubbish or trash. No garbage or waste or other refuse shall be allowed to accumulate on any tract. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. No animals or poultry of any kind shall be raised, bred or kept on any tract, except horses, dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than one horse per full acre contained in each tract may be kept on said tract.

15. No tree may be cut except for clearing the land for building purposes. This does not prevent the clearing of underbrush on any tract.

16. No discharge or shooting of any firearms shall be permitted in said subdivision. However, the having of quail and dove in said subdivision is hereby exempted from said restriction.

17. No fence may be constructed before the design of said fence is approved by the architectural committee.

18. Each and every resident or tract owner in this subdivision shall comply strictly with each and all legal, sanitary, health and police laws, ordinances and regulations as the same may now exist or may hereinafter exist.

19. No dam, earthen fill or obstruction or any kind shall be constructed or permitted to remain in any creek, water course or drainage of a height greater than three feet above the natural grade.

20. Parks and recreational facilities as set out in plat mentioned herein, or in any plat filed for additional sections of Turkey Run Subdivision, will be dedicated to the property owners of said Turkey Run Subdivision upon the sale of the last tract

of land in Turkey Run Subdivision. These parks and recreational facilities shall be for the use, benefit and enjoyment of tract owners and their guests, only.

21. Each and every tract in each section of Turkey Run Subdivision shall be and is hereby subjected to an annual maintenance charge of \$24.00, payable to the committee set out in No. 5 of these restrictions. The funds arising from said maintenance charge shall be applied to the maintenance of the roads and parks and recreational facilities contained in Turkey Run Subdivision.

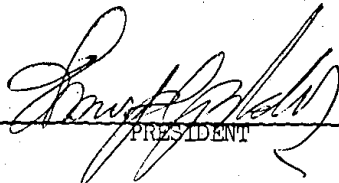
22. There is hereby granted unto Bluebonnet Electric Cooperative, Inc. of Giddings, Texas, its successors and assigns, the right to enter upon any tract in this subdivision and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; together with the right of ingress and egress over adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances. In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.


23. These covenants are to run with the land, and shall be binding on all parties and all persons claiming by, through or under them until January 1, 1993, at which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part; however, the easements granted by virtue of these restrictions are perpetual.

24. If the parties hereto, or any of them, or their successors or assigns, or any future owner or owners of the tracts in this subdivision shall violate any of the covenants herein, it shall be lawful for any person owning any of the tracts in said subdivision to prosecute and proceed at law or in equity against whomsoever violates or attempts to violate any such covenant and either prevent him or them from doing so, or obtaining damages or other relief from such violation.

25. The foregoing remedies are cumulative, and are in addition to all other remedies and relief allowed by law and/or equity, to any and all residents and/or tract owners in such subdivision who are or may be injured, damaged or inconvenienced by the violations of any other resident or tract owner or owners, as these provisions exist or may hereafter exist.

IN TESTIMONY WHEREOF, NO LE HACE, INC., by and through its President, Dr. H. Murphy Webb, and its Secretary-Treasurer, Joe D. Bennett, have caused these presents to be executed by its officers, affixing their corporate seals, this the 13th day of April, 1973 at Houston, Texas.

  
\_\_\_\_\_  
PRESIDENT

ATTEST: CORPORATION SEAL  
  
\_\_\_\_\_  
SECRETARY-TREASURER

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

VOL 213 PAGE 634

BEFORE ME, the undersigned authority, on this day personally appeared Dr. H. Murphy Webb, known to me to be the person whose name is subscribed to the foregoing instrument, as President of NO LE HACE, INC., a corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of April, 1973.

NOTARY SEAL

Betty C. Burney  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Joe D. Bennett, known to me to be the person whose name is subscribed to the foregoing instrument, as Secretary-Treasurer of NO LE HACE, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of April, 1973.

NOTARY SEAL

Betty C. Burney  
NOTARY PUBLIC in and for  
Harris County, Texas

FILED APR 17 1973  
11:30 A.M.  
Lusille McCullough  
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

APR 26 1973



Lusille McCullough  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

AGREEMENT  
AMONG PROPERTY OWNERS  
OF  
TURKEY RUN SUBDIVISION -- DESIGN COMMITTEE

THE STATE OF TEXAS X  
COUNTY OF BASTROP X

WHEREAS, The undersigned are all property owners in a sub-division in Bastrop County, Texas known as Turkey Run Subdivision, Section 1, a plat of which is recorded as 75-B of the Plat Records of Bastrop, County, Texas, and Section 2.

The original owner of said subdivision, NO LE HACE, INC., a Texas Corporation, did file and create certain restrictions as to the use and occupancy of the tracts of land lying within said subdivision, said restrictions being recorded in Volume 210, Page 620, of the Bastrop county deed records, and

Said restrictions create and provide for a Committee to approve and regulate housing and property owner's use of the said property (more specifically described in the restrictions themselves). The restrictions created a committee composed of Officers of NO LE HACE, INC., but provided in paragraph 5 on page 2 that "The powers and duties of this Committee shall cease upon the sale of the last tract of the last section of Turkey Run Subdivision unless a written instrument executed by a majority of the landowners, shall be filed appointing representatives to exercise the same powers exercised by the committee".

The last tract of the last section of Turkey Run Subdivision has now been sold.

Pursuant to the terms of the original restrictions we the undersigned property owners, constituting a majority of all property owners within, agree and do hereby appoint the following representatives to exercise the same powers heretofore exercised by the Committee:

Malinda Allison  
James P. Allison

Judith Chesner  
Ila Scott Welch

Paul B. Welch

Witness our hands in agreement on this 20<sup>th</sup> day  
of NOVEMBER 1979.

James P. Allison  
JAMES P. ALLISON

Malinda Allison  
MALINDA ALLISON

Barry H. Chesner  
BARRY H. CHESNER

Judith E. Chesner  
JUDITH E. CHESNER

W. R. Davis  
W. R. DAVIS

Margaret Davis  
MARGARET DAVIS

Drew W. Dunlap  
DREW W. DUNLAP

A. Clark Griffin  
A. CLARK GRIFFIN

Sue Young Griffin  
SUE YOUNG GRIFFIN

Birger Jansson  
BIRGER JANSSON

Gunhild Jansson  
GUNHILD JANSSON

T. L. King  
T. L. KING

Linda King  
LINDA KING

Mary Ann Maley  
MARY ANN MALEY

Milton Marshall  
MILTON MARSHALL

Martha Marshall  
MARTHA MARSHALL

V.C. Parker  
V.C. PARKER

Lorraine Parker  
LORRAINE PARKER

Gary Pustejovsky  
GARY PUSTEJOVSKY

Susanne Pustejovsky  
SUSANNE PUSTEJOVSKY

Charles R. Shaw  
CHARLES R. SHAW

Aaron Seamster  
AARON SEAMSTER

Quentin B. Seamster  
QUENTIN SEAMSTER

Paul B. Welch  
PAUL B. WELCH

Ila Scott Welch  
ILA SCOTT WELCH

STATE OF TEXAS

X Jane P. Allen  
X Malinda Allison

COUNTY OF

Before me, the undersigned authority, on this day personally appeared JAMES P. ALLISON and wife MALINDA ALLISON, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 15<sup>th</sup> day of September, 1979

Barbara A. Hannan  
Notary Public in and for  
Bastrop County, Texas

NOTARY EXPIRES NOV. 11, 1979

NOTARY SEAL

STATE OF TEXAS

X

COUNTY OF

X Judith E. Chesner

Before me, the undersigned authority, on this day personally appeared JUDITH E. CHESNER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 15<sup>th</sup> day of September, 1979.

Barbara A. Hannan  
Notary Public in and for  
Bastrop County, Texas

BARBARA A. HANNAN  
NOTARY EXPIRES NOV. 11, 1979

NOTARY SEAL

STATE OF TEXAS

X

COUNTY OF

X

Before me, the undersigned authority, on this day personally appeared W. R. DAVIS and wife MARGARET DAVIS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 20 day of November, 1979.

Meeta Shirley Scott  
Notary Public in and for Harris  
County, Texas

NOTARY SEAL

STATE OF TEXAS

X

My Commission Expires 3-31, 1981

COUNTY OF

X

Before me, the undersigned authority, on this day personally appeared DREW W. DUNLAP 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 considerations therein expressed.

Given under my hand and seal of office on this the 9 day of August, 1979.

William Cherry  
Notary Public in and for Harris  
County, Texas

NOTARY SEAL

STATE OF TEXAS  
COUNTY OF

X A. Clark Griffin  
X Sue Young Griffin

Before me, the undersigned authority, on this day personally appeared A. CLARK GRIFFIN and wife SUE YOUNG GRIFFIN, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 16<sup>th</sup> day of October, 1979

NOTARY SEAL

Michael Paul Combs  
Notary Public in and for  
Harris County, Texas. My Commission Expires  
December 8, 1980

STATE OF TEXAS  
COUNTY OF

X Birger Jansson  
X Gunhild Jansson

Before me, the undersigned authority, on this day personally appeared BIRGER JANSSON and wife GUNHILD JANSSON, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 22 day of October, 1979.

NOTARY SEAL

Jo Anna H. Hale  
Notary Public in Harris Co. for State of Texas  
My Commission Expires April 20, 1981

STATE OF TEXAS  
COUNTY OF

X  
X

Before me, the undersigned authority, on this day personally appeared T. L. KING and wife LINDA KING, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 5<sup>th</sup> day of November, 1979.

NOTARY SEAL

Joie A. Cutain  
Notary Public in and for  
Harris County, Texas  
JOIE A. CUTAIA  
Notary Public, Harris County, Texas  
My Commission Expires 4-1-80

STATE OF TEXAS  
COUNTY OF Bastrop

X Mary Ann Maley

Before me, the undersigned authority, on this day personally appeared MARY ANN MALEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 18<sup>th</sup> day of September, 1979.

NOTARY SEAL

Barbara A. Hannan  
Notary Public in and for  
Bastrop County, Texas

NOTARY EXPIRES NOV. 11, 1979  
BARBARA A. HANNAN  
BARBARA A. HANNAN  
NOTARY EXPIRES NOV. 11, 1979

STATE OF TEXAS

COUNTY OF

X  
*Barry H Chesner*

Before me, the undersigned authority, on this day personally appeared BARRY H. CHESNER, 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 considerations therein expressed.

Given under my hand and seal of office on this the 15<sup>th</sup> day of September, 1979.

*Barbara A. Hannan*  
Notary Public in and for  
Bastrop County, Texas  
BARBARA A. HANNAN  
NOTARY EXPIRES NOV. 11, 1979

STATE OF TEXAS

COUNTY OF

NOTARY SEAL

X *Milton V. Marshall*  
X *Martha H. Marshall*

Before me, the undersigned authority, on this day personally appeared MILTON V. MARSHALL and wife MARTHA MARSHALL, known to me to be the persons whose names are subscribed on the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 15<sup>th</sup> day of October, 1979.

*Michael Paul Combs*  
Notary Public in and for  
County, Texas

Michael Paul Combs Notary Public in and for  
Harris County, Texas. My Commission Expires  
December 8, 1989

STATE OF TEXAS

COUNTY OF BEXAR

NOTARY SEAL

X  
X

Before me, the undersigned authority, on this day personally appeared V. C. PARKER and wife LORRAINE PARKER, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 25th day of July, 1979.

NOTARY SEAL

*Emma G. Juarez*  
Notary Public in and for  
EMMA G. JUAREZ Bexar County, Texas  
Notary Public, Bexar County, Texas

STATE OF TEXAS

COUNTY OF

X *Gary Pustejovsky*  
X *Suzanne Pustejovsky*

Before me, the undersigned authority, on this day personally appeared GARY PUSTEJOVSKY and wife SUSANNE PUSTEJOVSKY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 10<sup>th</sup> day of September, 1979.

NOTARY SEAL

E. F. WESTEN

Notary Public in and for Harris County, Texas.  
My Commission Expires June 1, 81

*E. F. Westen*  
Notary Public in and for  
County, Texas

NOTARY SEAL

STATE OF TEXAS X  
COUNTY OF *Nueces* X

Before me, the undersigned authority, on this day personally appeared AARON SEAMSTER and wife QUENTIN SEAMSTER, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 31 day of July, 1979.

*Debbie Robertson*  
Notary Public in and for  
*Nueces* County, Texas  
Debbie Robertson  
My Commission Expires 4-11-81

NOTARY SEAL

STATE OF TEXAS X  
COUNTY OF X

Before me, the undersigned authority, on this day personally appeared CHARLES R. SHAW, 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 considerations therein expressed.

Given under my hand and seal of office on this the 19 day of October, 1979.

DIANE H. STELZER  
Notary Public in Harris County, Texas  
My Commission Expires April 7, 1980  
Bonded by Alexander Lovitt, Lawyers Surety Corp.

*Diane H. Stelzer, Harris*  
Notary Public in and for  
County, Texas.

NOTARY SEAL

STATE OF TEXAS X  
COUNTY OF *Bastrop* X

Before me the undersigned authority, on this day personally appeared PAUL B. WELCH and wife ILA SCOTT WELCH, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 27th day of July, 1979.

*Betty Nempke*  
Notary Public in and for *Bastrop*  
County, Texas

NOTARY SEAL

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

FILED FEB 15 1980  
9:30 AM

FEB 2 1 1980



*Louella Grains*  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

*Louella Grains*  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

TURKEY RUN SUBDIVISION, SECTIONS 1 and 2  
AMENDED SUBDIVISION RESTRICTIONS

The State of Texas  
County of Bastrop

Whereas No Le Hace, Inc. executed and filed for record Turkey Run Subdivision Restrictions, Section 1 and all further sections of Turkey Run, Bastrop County, Texas on October 3, 1972, in Vol.210, page 620 et.seq. in the Official Deed Records of Bastrop County, Texas and -

Whereas No Le Hace, Inc. filed Amended Restrictions on Turkey Run Subdivision, Section 1 and all further sections on April 15, 1973, in Vol. 213, p.629 et.seq. in the Official Deed Records of Bastrop County, Texas and -

Whereas a majority of the present property owners, pursuant to Article 23 of the Turkey Run Subdivision Restrictions filed in Vol. 210, page 620 et.seq. and Vol.213, page 629 et.seq. of the Official Deed Records of Bastrop County, Texas, have agreed to amend said Restrictions, the following articles shall henceforth read as follows:

Article 2 - No building of any kind whatsoever shall be erected or maintained on said land except a private dwelling house, a private garage for the sole use of the respective owner or occupant of the land upon which the garage was erected, a storage shed or utility building for the private use of the owner or occupant of the land, and a stable for the housing of horses or storing hay.

Article 3 - Each residence shall have a total minimum floor area of 1000 square feet, exclusive of open porches, garages, carports or patios, present residences excluded.

Article 4 - Only site-built homes may be erected on any tract in the Turkey Run Subdivision. This restriction does not prevent the use of a temporary shelter during the period that a permanent site-built home is being erected, not to exceed one year or approval of the Architectural Committee set out in Article #5 of these restrictions.

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

Page 1 of 10

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Article 5 - No building shall be erected, placed, or altered on any residential lot in this subdivision until the plans, specifications, and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of design with existing structures in said subdivision, and as to location of the buildings with respect to topography and finished ground elevation, by a Committee of appointed representatives. Such approval shall not be required if the Committee fails to approve such design or location within 30 days after said plans and specifications have been submitted.

A written instrument, executed by a majority of the landowners, was filed at the Bastrop County Courthouse, Bastrop, Texas, November 20, 1979, Vol. 284, page 225, appointing representatives to exercise the same powers as exercised by the original Committee. Death or resignation of any Committee member shall not deprive the remaining member or members of the authority to approve or disapprove such design or location. The remaining member or members may designate a replacement for said resigned or deceased member. No member or representative of said Committee shall be entitled to any compensation for services performed pursuant to this covenant.

Article 8 - No nuisance, offensive, noisy, or illegal trade, calling, or transaction shall be done, suffered or permitted. No part of said subdivision shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes. No pole-mounted outdoor security lights such as those provided by Bluebonnet Electric Co. shall be placed so as to invade the privacy, peace and tranquility of adjacent residences or the subdivision as a whole.

Article 11 - No signs of any kind shall be displayed to the public view on any tract except one sign of not more than six (6) square feet advertising the property for sale or rent, or to identify the particular tract as being owned by a particular individual or family, or to identify a road.

Article 16 - No discharge or shooting of any firearms and no hunting of any type shall be permitted in the Turkey Run Subdivision.

Article 21 - Each and every home/property owner family in the Turkey Run Subdivision, Sections 1 and 2, shall be and is subjected to an annual fee of \$25.00 payable to the Turkey Run Subdivision Home and Property Owners Association. The funds arising from said fee shall be applied to any expenses incurred by the Home and Property Owners Association in execution of its duties as well as maintenance of entrances to the subdivision on Old Antioch Road (CR185) and any parks or recreation areas designated for the use, benefit and enjoyment of tract owners and their guests.

All other Articles of the original Turkey Run Subdivision Restrictions shall remain as written.

These amended Articles of the Turkey Run Subdivision Restrictions are hereby adopted and filed in the Official Deed Records of Bastrop County, Texas on the 24<sup>th</sup> day of January, 2005.

The following property owners in the Turkey Run Subdivision constitute a majority of the 22 present property owners and they have submitted the attached notarized statements agreeing to the above amendments.

1. Jaral and Mary Ann Hamby
2. James P. and Mary Anne Casey
3. Helen E. Abbott
4. William R. and Barbara A. Colson
5. Aaron Chen
6. Dallas E. Smith
7. Warren and Adena Lewis
8. Bill M. Davis
9. Ila S. Welch
10. Board of Regents of Texas (Michael J. Best)
11. Jeffrey C. and Laura Fox
12. Judith Chesner

Whereas, the undersigned are property owners in the Turkey Run Subdivision, Section 1, Bastrop County, Texas and

Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, we Mary Ann Hamby and JARAL Hamby agree

V1502-P850

to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of Bastrop

Before me, the undersigned authority, on this day personally appeared Paul Hamby and wife Mary Ann Hamby known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 20 day of December, 2007.



[Signature]  
Notary Public in and for  
Bastrop County, Texas

Whereas, the undersigned are property owners in the Turkey Run Subdivision, Section 1, Bastrop County, Texas and

Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, we James P Casey and Mary Anne Casey agree

to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of Bastrop

Before me, the undersigned authority, on this day personally appeared James Casey and wife Mary Anne Casey known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 11 day of October, 2002.



Elizabeth Null  
Notary Public in and for  
Bastrop County, Texas

V1502-P851

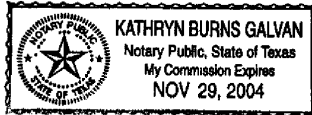
Whereas, the undersigned is a property owner in the Turkey Run Subdivision, Section 1, Bastrop County, Texas and

Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, I, Heleen E. Abbott, agree to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of Bastrop

Before me, the undersigned authority, on this day personally appeared Heleen E. Abbott known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 30<sup>th</sup> day of October, 2002



Kathryn Burns Galvan  
Notary Public in and for  
Bastrop County, Texas

Whereas, the undersigned are property owners in the Turkey Run Subdivision, Section 1, Bastrop County, Texas and

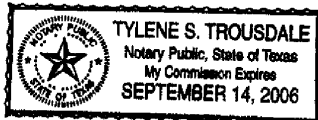
Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, we William R. Colson and Barbara Colson agree

to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of BASTROP

Before me, the undersigned authority, on this day personally appeared William R. Colson and wife Barbara Colson known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.


Given under my hand and seal of office on this 3<sup>rd</sup> day of Feb., 2002



Tylen S. Trousdale  
Notary Public in and for  
Bastrop County, Texas

Whereas , the undersigned is a property owner in the Turkey Run Subdivision, Section 1, Bastrop County, Texas and

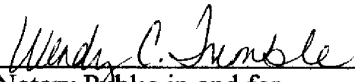
Pursuant to the terms of Restriction No 23 of the original restrictions as recorded in V.210, p 620 of Bastrop County Deeds and Records, I, **Aaron Chen Wendorf**, agree to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16 and 21 as stated above

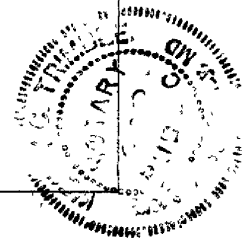
  
\_\_\_\_\_  
Aaron Chen Wendorf

State Of **Maryland**  
County of **Montgomery**

Before me, the undersigned authority, on this day personally appeared **Aaron Chen Wendorf** 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 considerations therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of Sept., 2002

  
\_\_\_\_\_  
Notary Public in and for  
Montgomery County, Maryland



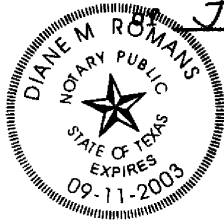
Whereas, the undersigned is a property owner in the Turkey Run Subdivision, Section 1, Bastrop County, Texas and

Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, I, DALLAS E SMITH, agree to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of BASTROP

Before me, the undersigned authority, on this day personally appeared DALLAS E SMITH known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 7<sup>th</sup> day of July, 2003



Diane M. Romans  
Notary Public in and for  
Harris County, Texas

V1502-P853

Whereas, the undersigned are property owners in the Turkey Run Subdivision, Section 1, Bastrop County, Texas and

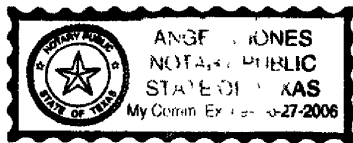
Pursuant to the terms of Restriction No.23 of the original restrictions, as recorded in V.210, P.620 of Bastrop County deed records, we Warren Lewis IV and Adena H. Lewis agree

to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of Bastrop

Before me, the undersigned authority, on this day personally appeared Warren Lewis and wife Adena Lewis known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 17 day of Sept., 2002.



Angela Jones  
Notary Public in and for  
Tarrant County, Texas

V1502-P854

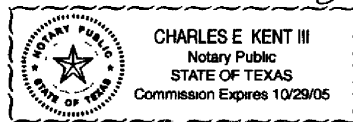
Whereas, the undersigned is a property owner in the Turkey Run Subdivision, Section 2, Bastrop County, Texas and

Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, I, Bill Davis, agree to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of Collin

Before me, the undersigned authority, on this day personally appeared Bill Davis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 21 day of January, ~~2001~~ 2003



Charles E Kent III  
Notary Public in and for  
Collin County, Texas

Whereas, the undersigned is a property owner in the Turkey Run Subdivision, Section 2, Bastrop County, Texas and

Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, I, Ila Scott Welch, agree to the amendments of

Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of Bastrop

Before me, the undersigned authority, on this day personally appeared Ila Scott Welch known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 21<sup>st</sup> day of October, 2001



Fay Menth  
Notary Public in and for  
Bastrop County, Texas

V1502-P855

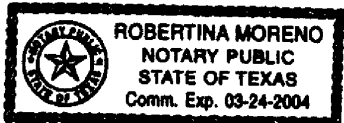
Whereas, the undersigned is a property owner in the Turkey Run Subdivision, Section 2, Bastrop County, Texas and

Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, I, Michael J. Best, agree to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of HARRIS

Before me, the undersigned authority, on this day personally appeared Michael J. Best known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 21<sup>st</sup> day of OCTOBER, 2007



Robertina Moreno  
Notary Public in and for  
Harris County, Texas

Whereas, the undersigned are property owners in the Turkey Run Subdivision, Section 2, Bastrop County, Texas and

Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, we Jeffrey C. Fox and Laura J. Fox agree

to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of Bastrop

Before me, the undersigned authority, on this day personally appeared Jeffrey Fox and wife Laura Fox known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 24<sup>th</sup> day of Dec, 2007.



Betty A. Prasek  
Notary Public in and for  
Bastrop County, Texas

V1502-P856

Whereas, the undersigned is a property owner in the Turkey Run Subdivision, Section 2, Bastrop County, Texas and

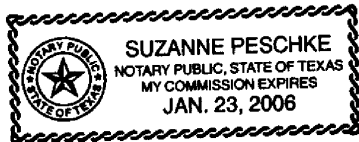
Pursuant to the terms of Restriction No.23 of the original restrictions as recorded in V.210, P.620 of Bastrop County deed records, I, Judith Chesner, agree to the amendments of Restrictions 2, 3, 4, 5, 8, 11, 16, and 21 as stated above.

State of Texas  
County of Bastrop

Before me, the undersigned authority, on this day personally appeared Judith Chesner known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office on this 3rd day of October, ~~2001~~ 2002.

Suzanne Peschke  
Notary Public in and for  
Bastrop County, Texas



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Rose Pietsch

2005 JAN 24 12:20 PM 200501064  
PAULAB \$32.00  
ROSE PIETSCH, COUNTY CLERK  
BASTROP COUNTY, TEXAS