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Bastrop Texas

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RESTRICTION

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
LAZY RIVER ACRES AMENDING PLAT OF LOT 32**

This Declaration of Covenants, Conditions, and Restrictions for Lazy River Acres Amending Plat of Lot 32, is made on this 28 day of September 2021 by GH Lazy River Elgin LLC ("Declarant"), whose mailing address is 3005 Stratford Drive, Austin, TX 79746.

**Recitals**

1. Declarant is the owner of all that certain real property ("the Property") located in Bastrop County, Texas, described as follows: 5.103 Acres, being lot 32, Lazy River Acres, a subdivision in Bastrop County, Texas as recorded in Plat Cabinet No. 1, Page 50A of the plat records of Bastrop County, TX, as conveyed to us by deed recorded in instrument #202107644 of the official records, Bastrop County, Texas.
2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

**ARTICLE 1 – Definitions**

- 1.01. "**Developer**" means Declarant and its successors and assigns who acquire or own the entirety of the development but will parcel it into existing developed and undeveloped Lots from Declarant for the purpose of development.
- 1.02. "**Lot**" means the subdivided tracts within the Property identified above, as fully described in the attached "Exhibit A".
- 1.03. "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.
- 1.04. "**Main Road**" means any county, state or otherwise publicly maintained road

1.05. **“Dwelling”** means a building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

1.06. **“Front Façade”** means the portion of a Dwelling’s exterior that is facing or most substantially facing the Main Road. If a Dwelling is on a corner lot with frontage on two Main Roads, either Main Road may be selected for this definition.

1.08. **“Tiny House”** means a structure no more than 600 square feet that is built off-site according to state and local building codes.

1.09. **“Modular Home”** means an off-site built structure that is built according to state and local building codes.

1.10. **“Manufactured Home”** means a structure built to the national HUD Manufactured Home Construction and Safety Standards

1.11. **“Single-Wide Manufactured Home”** means a Manufactured Home that is less than eighteen feet (18’) wide but is not a Tiny House.

#### ARTICLE 2 - Use Restrictions and Design Standards

2.01. **Residential and/or Agricultural Use Only.** All Lots shall be used for single-family residential purposes and/or agricultural uses. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Agricultural use consists of any use for agriculture that does not otherwise run afoul of the provisions of these restrictions.

2.02. **Type and Number of Buildings Permitted.** No building (exclusive of outbuildings, porches, garages) shall be erected, altered, or permitted on any Lot, other than a Dwelling. In combination, no Lot shall exceed two (2) Dwellings on any Lot less than two (2) acres, and no Lot shall exceed three (3) Dwellings. Dwellings on any Lot must be a minimum of fifty feet (50’) from each other. Single-wide manufactured homes and single-wide mobile homes are not approved Dwellings. A barn or workshop with living quarters within is permitted, provided it contains a minimum of 600 SF of livable, air-conditioned area, is built from quality materials, and has a pleasing architectural style. All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from groundbreaking or initial placement upon the Lot. A duplex qualifies as a Dwelling but will be considered to be two (2) Dwellings. Modular Homes, Tiny Homes, Manufactured Homes that are not Single-Wide Manufactured Homes, and site-built homes are approved Dwellings.

2.03. **Temporary Residences During Construction.** Recreational vehicles or camper trailers may be used for temporary residence for up to 6 months.

**2.04. Design and Exterior Walls.** The Front Façade of any Dwelling shall have no less than 30% of its length as a covered porch. Any Front Façade shall contain an ingress/egress door to the Dwelling.

**2.05. Setbacks.** No building shall be located on any Lot nearer to the front Lot line or nearer to the side lot line than the minimum building setback lines of:

- (a) Twenty feet (20') to the Lot line along the Main Roads; and
- (b) Twenty-five feet (25') to all other Lot lines.

Exceptions to the minimum setbacks, as described above, may be granted by the Developer on a case-by-case basis. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

**2.06. Re-subdivision or Consolidation.** No Lot shall be re-subdivided or split except as follows. Any Owner of one or more adjoining Lot may consolidate such Lot into one single-family residence building site. The location of improvements on any subdivided Lot shall comply with all restrictions, including setbacks and easements, documented herein. All subdividing by an Owner must be platted to the rules and laws of the appropriate County and the State of Texas. Condominium regimes are permitted within a Lot, but the Lot shall comply with the restrictions, conditions, and reservations imposed by this Declaration.

**2.07. Pools.** All above ground pools shall have decking installed around a minimum of fifty percent (50%) of the pool. The pool and decking shall be a minimum of twenty-five feet (25') from any Lot boundary line. Hot Tubs are permitted and do not have a decking requirement.

**2.08. Driveways.** All driveways are to be installed and maintained by the Owner of the Lot. This includes the portion of the driveway outside of the Property and within the Right of Way of the Main Road. Owners are responsible for obtaining a permit from the appropriate County for connecting a driveway with the Main Road.

**2.09. On-Site Sewage Facility.** Prior to occupancy of a home or any livable building, each Lot Owner shall construct, install and maintain an On-Site Sewage Facility ("OSSF") in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the appropriate County, Texas. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate County, Texas. If such OSSF complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto Main Roads, ditches or adjoining Lots, such OSSF shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

**2.10. Obnoxious or Offensive Activities Prohibited.** No obnoxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

**2.11. Grandfathered Structures.** Any structures or locations of structures on a Lot that exist prior to the recording of this Declaration are acceptable. However, any new structures or alterations to existing structures must adhere to the restrictions, conditions, and reservations imposed by this Declaration.

**2.12. Fences.** No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. Fences and walls may be constructed using metal, welded metal, wood, barbed wire, masonry or stucco, but shall not be constructed of chain link or razor wire. Fence posts shall be maintained to be vertical.

**2.13. Surface Mining and Natural Resources.** It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method, for resale from any Lot within the Property. This restriction is inclusive of caliche or other similarly known soil materials. This restriction does not prohibit the pumping of ground water for consumption upon the Lot wherein the well is located.

**2.14. Rubbish, Trash and Garbage.** No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

**2.15. Animals.**

(a) The raising of livestock shall be allowed, but shall be limited to one (1) animal unit per acre. An animal unit shall be calculated as follows:

- i. one (1) cow;
- ii. one (1) bull;
- iii. two (2) five hundred (500) pound calves;
- iv. three (3) sheep or goats;
- v. one (1) horse;
- vi. two (2) foals one (1) year old or younger;
- vii. any animal with un-weaned offspring shall be considered a single animal unit; and
- viii. one (1) head for any animal not already listed, except for swine which shall be limited to one head per Lot.
- ix. five (5) chickens in addition to one (1) of the aforementioned animal units.

(b) If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then, as an exception to 4.14(a), one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.

(c) Exotic game shall be allowed upon the property, with the exception of those that would affect the health, safety and or welfare of any of the Owners within the Property.

(d) Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained for non-commercial purposes.

(e) Any and all animals, including household pets, require appropriate fencing to confine them to their Lot. No animal shall be permitted until the appropriate fencing is completed. It is each Owner's responsibility to install a gate and/or cattle guard to prevent cattle or other livestock

from getting onto the Main Roads. It is further the responsibility of the Owner who installs a gate to keep it closed at all times.

(f) All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

**2.16. Vehicles/Trailers.** No repairing of motorized vehicles, boats, RV's, travel trailers, farm equipment or Class C type or style vehicle (dump trucks, 18-wheelers, etc.) (collectively "Vehicles") requiring more than seven (7) days to complete shall be permitted on any Lot. No Vehicles shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot or street within the Subdivision and visible from the Main Road for more than five (5) days, except for RV's which are permitted. One RV is permitted per Dwelling. No Vehicle, which is not in operating condition or not bearing current license plate and registration, shall be placed or permitted to remain on the Main Road or on any portion of any Lot visible from the Main Road. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any Vehicle shall be parked a minimum of fifty feet (50') from any Lot boundary line.

**2.17. Manufactured Homes.** Single-wide manufactured homes are strictly prohibited. Double-wide manufactured homes or larger may be placed on the property but shall not exceed 10 years in age at the time of placement. The Manufactured Homes shall be underpinned and skirted using concrete board, masonry, or stucco within 60 days from date placed on the property with a professional quality appearance.

**2.18. Prohibited Activities.** No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

**2.19. Landscaping.** From the date a Dwelling has been built or placed on a Lot, grass shall be maintained to be shorter than twelve inches (12").

**2.20. Ponds.** Ponds are permitted, provided the outer rim of the berm is a minimum of twenty-five feet (25') from any Lot boundary line.

**2.21. Solar Panels.** Solar panels may be installed on roofs. Ground-mounted solar panels shall not be visible from a Main Road.

### ARTICLE THREE - Easements

**3.01. Reservation of Easements.** Easements for installation and maintenance of utilities, including Bluebonnet Electric Coop., and AquaWater Supply Corporation, telephone lines, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for

maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements.

(a) Easements are defined as:

- i. Fifteen foot (15') wide area on the sides of each Tract that share a common boundary line with a Main Road; and
- ii. Fifteen foot (15') wide area on the sides of each Tract that share a common boundary line with another Tract.

#### ARTICLE FOUR - General Provisions

**4.01. Enforcement.** The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

(a) Any Owner that fails to adhere to any restrictions, conditions, and reservations imposed by this Declaration ("Violating Owner") shall be subject the removal of the violating offense at Violating Owner's expense and the Violating Owner shall be liable to compensate other Owners in aggregate \$200 per month, beginning 10 days after certified notice has been sent by an Owner.

**4.02. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**4.03. Covenants Running With the Land.** These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

**4.04. Duration and Amendment.** The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 10 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 74 percent of the Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for two (2) years from the effective date hereof in order to make corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property

records of Bastrop County, Texas, and all requisite governmental approvals, if any, have been obtained.

4.05. **Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

4.06. **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 22nd day of September 2021

GH LAZY RIVER ELGIN LLC

By: Trevor Dallas

Trevor Dallas, Manager

ACKNOWLEDGMENT

STATE OF TEXAS )

COUNTY OF TARRANT )

This instrument was acknowledged before me on the 22 day of Sep, 2021 by Trevor Dallas, an individual of behalf of GH LAZY RIVER ELGIN LLC, known to me or proved to me through (description of identity card or other instrument) 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.

Given under my hand and seal of office this 22 day of Sep, 2021

[Personalized Seal]

[Signature]  
Notary Public's Signature

