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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR**  
**LAZY RIVER ACRES AMENDING PLAT OF LOT 33**

This Declaration of Covenants, Conditions, and Restrictions for Lazy River Acres Amending Plat of Lot 33, is made on this \_\_\_\_ day of July 2022 by GH Lazy River Elgin LLC ("Declarant"), whose mailing address is 3005 Stratford Drive, Austin, TX 78746.

**Recitals**

1. Declarant is the owner of all that certain real property ("the Property") located in Bastrop County, Texas, described as follows: 5.220 Acres, being lot 33, 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 by deed recorded in instrument #202107644 of the official records, Bastrop County, Texas, and amended as recorded in the Plat Records of Bastrop County, Texas in Plat Cabinet 7, Page 108-B.
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. The Declarant is not subject to the restrictions in this document and any adjustments to these restrictions made by the Declarant to Lots owned by the Declarant shall become Grandfathered Structures.
- 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.

1.12 "**Jurisdictional Codes**" means the applicable City, County, State, and Federal rules and regulations including those of Utility Providers, or any other entity that grants required approvals for uses and improvements to the Lot ("**Agency**" or collectively, "**Agencies**"). The requirements and restrictions of the Agencies supersede those in this document and may change over time.

## 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 or Declarant, 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. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height. The number of Dwellings permitted on a Lot may be dictated by the Jurisdictional Codes. Notwithstanding the forgoing, 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 thirty feet (30') 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 two hundred seventy (270) 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. If a second or third residence is built or placed on a Lot, then an additional water meter is to be installed or water well is to be drilled and an adequate septic system shall be in place per Agency requirements.

**2.03. Temporary Residences During Construction.** Recreational vehicles or camper trailers may be used for temporary residence for up to 6 months. No outbuilding, basement, tent, shack, garage, shed, or temporary building of any kind shall be used as a temporary or permanent residence.

**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 that is a minimum of six feet (6') deep. Any Front Façade shall contain an ingress/egress door to the Dwelling. This porch shall be completed as part of the initial construction or within 60 days of placement on Lot. Exceptions to this Section, as described above, may be granted in writing by the Developer or Declarant on a case-by-case basis.

**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) Fifty feet (50') 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 in writing by the Developer or Declarant 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.** Lots may be re-subdivided, but no Lot shall be less than 1-acre. Condominium regimes are permitted within a Lot. Any subdivided lots or condo regimes shall comply with the restrictions, conditions, and reservations imposed by this Declaration.

**2.07. Pools/ Hot Tubs.** All above ground pools shall have decking installed around a minimum of fifty percent (50%) of the pool. The pool and decking and hot tub shall be a minimum of fifteen feet (15') 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 Agency 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 Agency. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate Agency. 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. This shall include noise pollution such as barking dogs, loud music or any other animal or fowl that creates a nuisance. No trash, ashes, wood, or other refuse may be thrown or dumped on any neighboring Lot, vacant or otherwise.

**2.11. Grandfathered Structures.** Any structures, locations of structures, or ponds on a Lot that exist prior to the recording of this Declaration, or are created by the Declarant, are acceptable. However, any new structures or ponds, or alterations to existing structures or ponds 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, Garbage, and Wood Piles.** 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. No unused building supplies or materials shall be visible from a Main Road. Landscape debris such as burn piles or cut wood, excluding firewood in stacks, may not be visible from the main road, except on Lots owned by the Declarant.

**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. ten (10) 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.** 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.) that are not in operating condition or not bearing current license plate and registration (collectively "Inoperable Vehicles") requiring more than seven (7) days to complete shall be permitted on any Lot. Inoperable Vehicles shall not 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 seven (7) days, except for RV's which are permitted. One RV is permitted per Dwelling. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any Inoperable Vehicles described by this Section shall be parked a minimum of twenty-five feet (25') 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 five (5) years in age at the time of placement. The Manufactured Homes shall have the trailer tongue/hitch removed and 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. These restrictions apply both to original and to subsequently installed homes.

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"). Owner may dispose of timber for building sites and gardens but shall leave ample trees for shade over Lot.

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.

2.22 **Wells.** Wells are permitted but may not be located within 50' of a side Property Line adjoining another Lot in the subdivision.

### ARTICLE THREE - Easements

3.01. **Reservation of Easements.** Easements for installation and maintenance of utilities, including Bluebonnet Electric Coop., Aqua Water Supply Corporation, telephone lines, or similar, 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. Thirty feet (30') wide area on the sides of each Tract that share a common boundary line with a Main Road or a lot outside of this subdivision.
- ii. Fifteen feet (15') wide area on the sides of each Tract that share a common boundary line with another Tract within the subdivision.

3.02. The Owner of any Lot that does not have public water availability from an existing public water line may have a water tap and meter installed in these utility easements on another Lot in the subdivision that does have public water availability, subject to the rules and regulations of the water provider, and may run a private water line in these utility easements from the tap to the Lot that does not have public water availability. Any Owner running a private water line via this clause shall substantially restore all property to pre-installation appearance.

3.03 Such easements and reservations shall at all times be open and accessible to public and quasi-public corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements and reservations are reserved.

## ARTICLE FOUR - General Provisions

4.01. **Enforcement.** The Developer, Declarant, 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 to 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, the Developer, or Declarant.

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 50 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.

4.07 **Rollback Taxes.** ANY CHANGE OF USE OF PROPERTY COULD RESULT IN A ROLLBACK TAX, WHICH WILL BE THE RESPONSIBILITY OF EACH LOT OWNER. SELLER IS NOT RESPONSIBLE FOR ANY ROLLBACK TAXES DUE TO THE CHANGE IN USE OF SAID PROPERTY FROM AGRICULTURAL TO NON-AGRICULTURAL. IT IS PURCHASER’S RESPONSIBILITY TO INDIVIDUALLY APPLY FOR ANY AGRICULTURAL USE AND PAY SUCH ROLLBACK IF ASSESSED.

This Declaration is executed this \_\_\_\_\_ day of July 2022.

GH LAZY RIVER ELGIN LLC

By: \_\_\_\_\_

Trevor Dallas, Manager

ACKNOWLEDGMENT

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[Personalized Seal]

\_\_\_\_\_  
Notary Public’s Signature