

AMENDED SUBDIVISION RESTRICTIONS LAKE THUNDERBIRD SUBDIVISION

www.lakethunderbirdoa.com

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations, thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to regulate and/or participate in regulation of use of lake areas; and, in general to provide adequately for a high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

The undersigned, the Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce minimum standards for, any improvements, and no act or omission shall be construed to impose any liability upon the undersigned, said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. Subject to the provisions of numbered paragraph 10 hereof and except on those lots designated as commercial on the aforesaid plat, all lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any residential lot in said Subdivision other than a private residence, a private boathouse, a private storage building, and a private garage for the sole use of the owner or occupant. Lots designated as commercial shall be used only for residential purposes as set forth above and/or for retail sales establishments so conducted that they do not unduly conflict with the residential character of the subdivision, and all provisions of these restrictions apply to lots designated as commercial lots unless commercial lots are specifically excluded from such provision.

3. Subject to the provisions of numbered paragraphs 9 and 10 hereof, and to the last sentence of this paragraph 3, no existing building or structure of any kind and no part of an existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction must be of new material, except stone, brick, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee. All buildings other than boathouses or residences erected on piers elevating the building at least 5 feet above ground level shall be completely underpinned, with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee. An existing building may be placed on a lot only if it and its plans have been approved by the Architectural Control Committee, and if it has been recently constructed of new materials and has never been placed in use, and if it otherwise meets all of the requirements of these restrictions.

4. No building exceeding two stories in height shall be erected on any lot, and each residential building, subject to paragraph 9 hereof, shall have a minimum floor area of 550 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.

5. No building, mobile home, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. If construction is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.

6. No fence shall be permitted to extend nearer to the street or the rear and front lot lines than the minimum setback line hereinafter provided in paragraph 7 in respect to buildings.

7. No building or mobile home shall be located nearer than 10 feet to any rear lot line or side lot line, nor nearer to the front lot line than 20 feet.

"Side lot line" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements.

8. No animals or birds, other than household pets, shall be kept on any lot,

9. Except as provided below in regard to camping, no outbuilding, boathouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Mobile homes (including travel type trailers used as mobile homes) may be placed and used upon any lot only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee, and said Committee may, as condition to its said approval, make any requirement which in its judgment is deemed proper, including the following requirements: (a) that the mobile home be no more than 5 years old at date of application, be in good repair and of attractive design and appearance, and underpinned within 90 days with material approved by the Architectural Control Committee, (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by commercial manufacturers; otherwise no mobile home shall be placed on any lot, and (c) water service must be connected and an approved septic tank must be connected and an approved septic tank must be installed prior to occupancy. Camping on lots shall be limited to use of campers, camping trailers, tents or other camping shelters which shall be of good appearance and in good repair, and no such camping shelter shall be placed on any lot for more than 14 days of any 30 day period. Lots shall be kept free of litter, rubbish, trash or other debris, and no unsanitary condition shall be allowed to exist on any lot.

10. Easements are reserved along and within 10 feet of the rear lines, front lines, and side lines of all lots in this subdivision for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone, water lines, sanitary and storm sewers road drains and other public and quasi-public utilities and to cut and/or, trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities.

To the extent neither said construction, operation nor maintenance of any of the items mentioned in the next preceding sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, mobile home demonstration and sales lots, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 6 and 7 hereof shall not apply thereto.

11. No outside toilet or privy shall be erected or maintained in the Subdivision. The materials Installed In, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of Bastrop County and the State of Texas. No septic tank or lateral line will be placed within 10 feet of any water line installed in any utility easement.

12. Subject to the provisions of the last two sentences of this paragraph, as to each lot in this Subdivision, an assessment is hereby made of (i) \$1.25 per month per lot the owner of which owns only one lot in said Subdivision, and (ii) a pro-rate amount per month per-lot in said Subdivision in respect to lots of which two or more are owned by the same person but not to exceed \$1.25 per month as to the total of all lots owned by one owner in said Subdivision, for the maintenance and construction of playgrounds, parks, roads and other improvements in Lake Thunderbird Subdivision;"owner" as used in this sentence shall include also a purchaser from the undersigned of a lot. The assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as sellers to a purchaser or of the conveyance by the undersigned as grantors, Such assessment shall be and is hereby secured by a lien on each lot in this Subdivision, respectively, and shall be payable to Lake Thunderbird Owners Association (a Texas non-profit corporation), its Successors and assigns, the owner of said assessment funds, on June 30th of each year commencing in 1971, at which date in the year 1971 and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until June 30th of each year. Said assessment lien shall be junior and Subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Said assessment shall not accrue in respect to any lot during such time as the owner (or any person as purchaser from the undersigned under a contract to purchase then in force) of such lot, after having made written application for membership in said Lake Thunderbird Owners Association, is refused membership (or having been admitted is involuntarily expelled from membership) in said Association, It being understood that said playground,

parks and recreational areas are for the sole use and benefit of the members of said Association and their families. Commencing on the last Friday in April, 1973, the undersigned shall not be eligible for membership in said Lake Thunderbird Owners Association; no assessment shall be made against the undersigned at any time; assessments against lots owned by the undersigned shall accrue, and liens Securing same may attach, only during such time as a contract to purchase said lots from the undersigned is then in force.

13. Any building, structure or improvement, commenced upon any lot shall be completed as to exterior finish and appearance, within six (6) months from the commencement date, No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, not- for storage of items or materials (except during construction of a building or in approved storage buildings), and all lots shall be kept clean and free of any boxes, rubbish, trash, or other debris. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

14. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, their successors and assigns.

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

16. Invalidation of any one or more of these covenants, and restrictions by judgment of any Court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

17. Amendments to Subdivision Restrictions

1974 Maintenance Fee changed to \$22.50 per year.
 1980 Maintenance Fee changed to \$30.00 per year.
 1985 Maintenance Fee changed to multiple fees for over 3 adjacent lots.
 1989 Maintenance Fee changed to \$40.00 per year.
 1996 Maintenance Fee changed to \$45.00 per year.
 2001 Maintenance Fee Changed to \$55.00 per year.
 2005 Maintenance Fee Changed to \$60.00 per year:
 2008 Maintenance Fee Changed to \$85.00 per year:

1. Landowners would pay \$85.00 per year for all lots they own as long as they do not have property that has a home on it they rent out or property rented out for mobile home parking.
2. Landlords that have rent property would pay \$85.00 per place they rent out and would receive a renter membership card for each property.
3. Landlords can charge their renter for the card if he chooses.
4. Landlord is responsible for maintenance fees on each of his properties; LTOA will not collect maintenance fees from renters.
5. The increase will take effect June 1, 2009.

Recorded Bastrop Co. Court Hse. Vol. 197, pg. 621

Vol. 378, pg. 112

Amended 2008

Vol. 1084 pg. 525

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

March 20, 2009 03:20:23 PM

MARYC FEE: \$32.00 BOOK:1900 PAGE:331-336

ROSE PIETSCH, County Clerk
Bastrop, Texas

RESTRICTION

200903448



RESTRICTION
200903448
6 PGS

Lake Thunderbird Owners Association
P.O. Box 68
Smithville, Tx. 78957

Amendment to Subdivision restrictions
Lake Thunderbird Subdivision

State of Texas
County of Bastrop

Know all men by these present:

Whereas, Lake Thunderbird Owners Association, A Texas Corporation, Articles of Incorporation Filed with the Secretary of State of Texas, the 6th of October, 1970; and

Whereas, in said instruments, references are made to Deed Restrictions as pertains to property within said subdivision and the use and maintenance thereof; and

Whereas, the Association and/ or the individual property owners own and control Lake Thunderbird Subdivision; and

Whereas, to modify the specified assessment fee structure, the entire membership was notified by letter of the proposed fee change to be voted on at the annual owners meeting of June 7, 2008. The motion was made from the podium, second from the floor and passed on open vote. (Minutes of June 7, 2008 Annual Meeting)

Now, Therefore, For the Association and property owners and future owners as defined in said restrictions, The Association amends the Restrictions as follows:

Paragraph 12: Revise portions of the first sentence marked (i) and (ii) pertaining to fees to read as follows:

Paragraph 12: —(i) Maintenance Fee Changed to \$85.00 per year:

1. Landowners would pay \$85.00 per year for all lots they own as long as they do not have property that has a home on it they rent out or property rented out for mobile home parking.
2. Landlords that have rent property would pay \$85.00 per place they rent out and would receive a renter membership card for each property.
3. Landlords can charge their renter for the card if he chooses.
4. Landlord is responsible for maintenance fees on each of his properties; LTOA will not collect maintenance fees from renters.
5. The increase will take effect June 1, 2009.

Paragraph 12: —(ii) Remove this portion (II) a pro-rate amount per month per-lot in said Subdivision in respect to lots of which two or more are owned by the same person but not to exceed \$1.25 per month as to the total of all lots owned by one owner in said Subdivision,

This instrument was acknowledged before me on March 12 2009 by Jimmy Dearing, Treasurer of Lake Thunderbird Owners Association as act of said organization.

Jimmy Dearing

Stacy L. Tiner



Notary Public State of Texas County of Bastrop