

D #1  
COPYRESTRICTIONSTURKEY RUN SUBDIVISIONTHE STATE OF TEXAS }  
COUNTY OF BASTROP }

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 Tom 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 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.

TURKEY RUN SUBDIVISION, SECTIONS 1 and 2  
AMENDED SUBDIVISION RESTRICTIONS

The State of Texas  
County of Bastrop

Whereas No Le Haze, 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 Haze, 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**  
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for satisfactory reproduction.

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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.

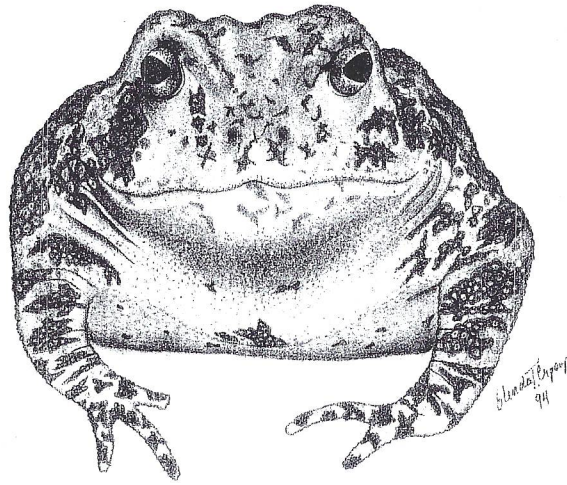
Article 21 - Each and every home/property owner family in the Turkey Run Subdivision, Sections 1 and 2, shall be and is subjected to an annual fee of \$25.00 payable to the Turkey Run Subdivision Home and Property Owners Association. The funds arising from said fee shall be applied to any expenses incurred 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 24th 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



## HOUSTON TOAD BASTROP COUNTY COMMUNITY CONSERVATION PROJECT

The Houston toad is about 2-3 inches in size. It is known for its beautiful mating call—a high-pitched trill that lasts about 12 to 20 seconds. The Houston toad mates anytime between December through May when the weather begins to warm and is humid. Currently, the toad is found only in nine counties in Texas, including Bastrop.

1. **WHAT is a habitat conservation plan?** A “HCP” is a plan or program to protect endangered species and their ecosystems by habitat preserves and other protection strategies developed in order to obtain a federal permit.
2. **WHY is a habitat conservation plan needed?** U.S. Fish and Wildlife has designated portions of Bastrop County as “potential habitat” for the Houston Toad. Any activity in the designated portions of Bastrop County, which may result in the “take” of a toad, currently requires a permit from U.S. Fish and Wildlife. Individual permitting through U.S. Fish and Wildlife can be time consuming, expensive and uncertain. A locally managed “HCP” would be a voluntary alternative to obtaining a permit from U.S. Fish and Wildlife with the purpose of limiting the expense, creating certainty in the process and establishing a reasonable time line.
3. **WHAT is “take”?** It is against the law to kill, harm, harass or otherwise “take” an endangered species. To “take” an endangered species “incidentally” as a result of otherwise lawful activities, such as building a home, constructing a road or new utilities, or other activities requires an endangered species permit.
4. **WHO is developing this plan?** A citizen work group dedicated to helping Bastrop County citizens comply with the Federal Endangered Species Act, appointed by the Bastrop County Judge and Commissioners.
5. **WILL my property be taken from me under this plan?** No.
6. **WILL my property rights be affected by this plan?** The goal of this plan will simply make compliance with existing federal law easier, more convenient and less costly for individuals.
7. **WHAT area would be affected by the proposed plan?** The shaded area found within the map on back, as delineated by the U.S. Fish and Wildlife Service.
8. **HOW will this plan work?** Currently, Bastrop County is being proposed as the permit holder. If the proposed plan is approved by the U.S. Fish and Wildlife Service, individuals, businesses or other entities may elect to receive a “Certificate of Participation” locally instead of seeking a separate permit from the federal U.S. Fish and Wildlife Service. This plan as proposed would be funded by fees charged for ‘Certificates of Participation’, grants and other available sources.

### QUESTIONS?

Until a plan is completed, questions about how portions of Bastrop County were designated as “potential toad habitat” and how it affects your property rights should be directed to:

U.S. Fish and Wildlife Service

Austin Office 512-490-0057

Questions about the Bastrop County Community Conservation Project may be directed to:

Kariann Sokulsky, Project Manager 512-581-7116 or

Brook Hurta, Citizens Workgroup 512-321-2561 or

Andrea Sommerfeld, Chair, Marketing Team and Citizens Workgroup 512-303-9700



# LOST PINES HABITAT CONSERVATION PLAN AREA BASTROP COUNTY, TEXAS

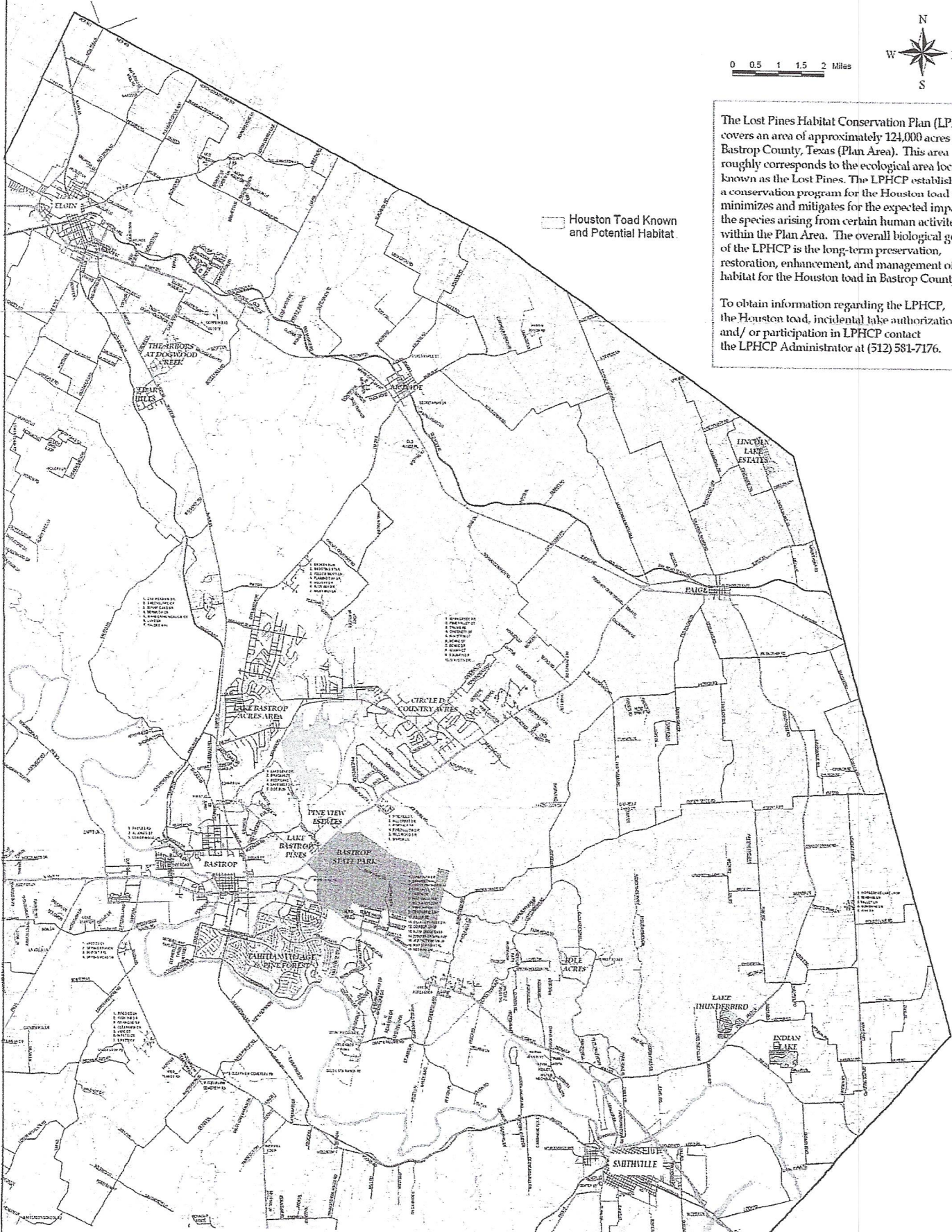
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□ Houston Toad Known and Potential Habitat

The Lost Pines Habitat Conservation Plan (LPHCP) covers an area of approximately 124,000 acres in Bastrop County, Texas (Plan Area). This area roughly corresponds to the ecological area locally known as the Lost Pines. The LPHCP establishes a conservation program for the Houston toad that minimizes and mitigates for the expected impacts to the species arising from certain human activities within the Plan Area. The overall biological goal of the LPHCP is the long-term preservation, restoration, enhancement, and management of habitat for the Houston toad in Bastrop County.

To obtain information regarding the LPHCP, the Houston toad, incidental take authorization and/ or participation in LPHCP contact the LPHCP Administrator at (512) 581-7176.



DISCLAIMER: BASTROP COUNTY PROVIDES THIS MAP "AS IS" AND ASSUMES NO LIABILITY FOR ITS COMPLETENESS OR ACCURACY. THIS IS INTENDED AS A GENERAL REFERENCE ONLY AND IS NOT TO BE USED AS SURVEY GRADE INFORMATION.

## HOUSTON TOAD AWARENESS LETTER

I understand that \_\_\_\_\_, Bastrop, Texas is in the Houston Toad habitat. I will not do anything to harm the Houston toad in building on this property.

I understand that there may be additional permits or requirements to be met by Bastrop County, Bastrop County Lost Pines Conservation and the United States Fish & Wildlife Department. I accept the responsibility for compliance with these entities.

Information about the Houston Toad Habitat and Lost Pines Conservation Plan can be found at:  
<http://www.co.bastrop.tx.us/site/content/construction>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date