

# **Blue Lake POA Building Restrictions and Protective Covenants**

## **Unit Nos. 1-9**

THE BUILDING RESTRICTIONS & PROTECTIVE COVENANTS FILED FOR RECORD ON JUNE 17, 1983 IN VOLUME 288, PAGES 234-240, OF PUBLIC RECORDS OF THE LLANO COUNTY CLERK

AMENDED ON MAY 14, 1985 AND FILED FOR RECORD ON JUNE 26, 1985, VOLUME 315, PAGES 788-790.

AMENDED ON JULY 1, 2000 AND FILED FOR RECORD ON SEPTEMBER 20, 2000, VOLUME 1092, PAGES 808-810.

AMENDED ON JULY 7, 2001 AND FILED FOR RECORD ON AUGUST 14, 2001, VOLUME 1128, PAGES 961-964.

AMENDED ON JULY 5, 2003 AND FILED FOR RECORD ON FEBRUARY 6, 2004, VOLUME 1246, PAGES 258-260.

AMENDED ON JUNE 10, 2006 AND FILED FOR RECORD ON JULY 25, 2006, VOLUME 1377, PAGES 228-230.

### **BUILDING RESTRICTIONS & PROTECTIVE COVENANTS**

Conditions, Limitations, Exceptions and Easements applicable to Blue Lake Estates Subdivision, Llano County, Texas.

#### **THE STATE OF TEXAS) COUNTY OF LLANO)**

WHEREAS, BLUE LAKE ESTATES (herein called "Blue Lake") is a real estate subdivision situated on Lake Lyndon B. Johnson in Llano County, Texas, and

WHEREAS, properties in such subdivision are subject to Building Restrictions & Protective Covenants (herein called the "Restrictions") as shown by the Deed Records of Llano County, Texas to which reference is made for the full terms and provisions thereof and,

WHEREAS, the owners of property in Blue Lake have formed the Blue Lake Estates Property Owners Association, Inc., a Texas Corporation (herein called the "Association"), of which each property owner is a member, to administer the Restrictions, parks, easements, docks, retaining walls, and other properties belonging to the Association for the benefit of its members and take other action necessary or desirable to promote the interests of property owners in Blue Lake and maintain the values of properties therein, and,

WHEREAS, the Board of Directors of the Association has (by affirmative vote of more than 2/3 (two-thirds) of the entire membership of the Board) voted to amend and modify the Restrictions, and adopt the modified Restrictions, as hereinafter set forth, and such action has been ratified by a majority of the property owners in Blue Lake.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Blue Lake Estates Property Owners Association, Inc., a non-profit Texas Corporation, does hereby make, adopt and file the following restrictions, protective covenants, conditions and limitations regarding the use and improvement of the lots and property located in Blue Lake, to-wit:

- **BUILDING PERMITS AND ARCHITECTURAL CONTROL**

- No building or structure shall be erected, placed or altered on any lot, property or area in Blue Lake until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to conformity and harmony of external and structural design and quality with existing structures in Blue Lake and as to location of the building or structure, and a building permit has been issued by the Building Restrictions & Protective Covenants Committee (herein called the "Committee") or any successor committee appointed by the Board of Directors of the Association. In considering an application for a building permit, the Committee will take into consideration maintenance of aesthetic and property values in Blue Lake.
- In the event the Committee fails to grant or deny a building permit within thirty days after the plans and specifications have been submitted to it, the President of the Association shall have concurrent authority to grant or deny the permit, and shall act within (15) days after expiration of the initial thirty (30) day period.
- If the Committee (or President) shall disapprove an application for a building permit, the reasons for disapproval shall be communicated, in writing, to the Applicant therefore, by U.S. mail addressed to the Applicant's last known address. An appeal from such disapproval may be filed with the Board of Directors of the Association. The decision of the Board shall be final.

### **RESIDENTIAL LOTS**

- All lots, tracts and areas in Blue Lake, comprising Units 1, 2, 3, 4, 5, 6, 7, and 8, and Tract A, except as hereafter set forth, shall be known and designated as "Residential".

Lots, tracts and areas specifically set aside for other purposes include the tract occupied by the golf course and certain other lots adjacent thereto owned by the Association: Lot 220-A, used as boat basin; a portion of lot 164, used by the Llano County Municipal Utility District; and lot 10-A, designated as a business lot. All other lots, tracts and areas shall be used for residential purposes only, and shall be subject to the following restrictions, limitations and conditions:

- **Building Location**

Except as hereafter set forth, no building shall be located on any lot nearer than thirty (30) feet to any street; provided that on corner lots no building shall be located nearer than ten (10) feet to the side street.

Except for boat houses, boat docks, piers and wharves, as provided hereafter in subparagraph (4) (iii) of this paragraph 2, no building shall be located on any water front lot nearer than thirty (30) feet to the water line.

No building for which permit is hereafter granted shall be located nearer than ten (10) feet to any interior lot line, except that in the event one building is constructed on more than one lot, the combined area shall be considered as one lot.

No building shall be located nearer than twenty-five (25) feet to the back property line on lots 414, 415 and 416. The following variations shall apply:

**(a).** On lots 221 through 305 the minimum distance from the street shall be twenty (20) feet (in lieu of thirty (30) feet) and from the water line shall be twenty (20) feet (in lieu of thirty (30) feet), subject to the exception noted above in subparagraph (1) of this paragraph for boat houses, boat docks, piers and wharves. Unless specifically authorized by the Committee, only single story, low silhouette type homes may be constructed on lots 222, 224, 226, 228, 230, 235, 236, 237, 238, 239, 240, 241, 242, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 264, 265, 266, 267, 268, 269 and 270. Further variations may be granted by the Committee if, in its opinion special conditions justify.

- **Subdividing:**

No tract or lot in Blue Lake may be subdivided into two or more tracts or lots unless the plan for subdividing it shall be first approved by the Committee or Board of Directors of the Association.

- **Prohibited Structures:**

Subject to the specific exceptions noted below, no trailer, mobile home, motor home (or similar structure), tent, shack barn or other out-building shall be constructed on or moved to any lot in Blue Lake, excepting only a structure such as may be used by workmen during the actual period of construction of a residence only in accordance with all restrictions hereof, and in any event, not exceeding sixty (60) days, whether consecutive or not, nor shall any such structure, garage or temporary structure be used as a residence, temporary or permanent, except that motor homes (or similar structures) may remain parked on residential lots for a period not exceeding seventy-two (72) hours and may be occupied for that period with the express permission of the President of the Association or someone designated by the President to grant such permission.

For purposes of this subparagraph (3) trailers meant for habitation, mobile homes, motor homes and similar moveable structures or vehicles containing kitchen or toilet facilities or designated as living quarters shall be considered "Structures". Such structures may be parked in Devil's Hollow Park or other areas in Blue Lake designated for the purpose by the Board of Directors of the Association, but may not be used as a residence at any time.

- **Permanent Structures**

**(i)** No dwelling or structure designed as living quarters shall be erected, altered, placed or permitted to remain on any lot other than a single residence, designed and constructed for use by a single family, together with such servant's quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling. No residence or

combination of residences on separate lots shall be advertised for use or used as a hotel, tourist cottages or as places of abode for transient persons.

**(ii)** In no event shall a permit be hereinafter granted for construction of, or plans therefore be approved for any new dwelling having an inside floor area of less than 1,600 square feet, exclusive of attached decks, carports, or other appendages. (Adopted July 1, 2000)

**(iii)** No boat house, boat dock, pier or wharf shall be erected, placed or altered on the water side of any lot until building plans, specifications and plot plan showing the location of such boat house, boat dock, pier or wharf have been approved in writing and a building permit has been issued.

**(iv)** No building or structure shall be occupied or used until the exterior thereof is completely finished and a Certificate of Occupancy has been issued to the lot owner by the Architectural Committee. The exterior of any structure must be completed within twelve (12) months from the date of issuance of a building permit issued by the Committee, unless the Committee grants an extension. (Adopted July 7, 2001)

**(v)** All sprinkler systems using municipal system water shall contain a Back Flow Preventer Valve to prevent sprinkler system or other water from entering the municipal water system. (Adopted July 7, 2001)

**(vi)** No swimming pool shall be constructed above ground level. (Adopted July 7, 2001)

**(vii)** Butane, propane or similar tanks must be installed below grade level and shall be at least ten (10) feet away from any structure including fences, from any street, roadway or driveway, and from any ignition source. (Adopted July 7, 2001)

**(viii)** Each residence shall provide off street parking of not less than four hundred (400) square feet for at least two (2) automobiles. (Adopted July 7, 2001)

## **BUSINESS LOTS**

Lot 10-A may be used for residential or business purposes; provided, however, that all restrictions, covenants, conditions and reservations contained herein shall be complied with. If used for a business, the nature and purpose of the business shall first be approved by the Committee or Board of Directors of the Association. The Committee or Board of Directors shall consider the effect such business will have on other properties in the subdivision. If a residence shall be constructed on any lot, the lot may not thereafter be used for business purposes.

- **PARKING**

No vehicle shall remain parked on the right-of-way of any street in Blue Lake Estates in such a way as to interfere with the movement of traffic, or to impede or block access to another's driveway, or to interfere with the proper operation of mowing equipment and other street and road maintenance machinery, or to impede or block access to a fire hydrant or to sewer or water equipment. (Adopted July 5, 2003)

- The Board of Directors of the Property Owners Association of Blue Lake Estates may designate, subject to availability, a location where property owners may store items (trailers, boats or recreational vehicles) not used in day-to-day activities. All stored property must be owned by a property owner of Blue Lake Estates. All items stored must have an approved identification tag affixed to it. Said tags will be provided by the POA at a location designated by the Board of Directors for such purpose. The owner shall be responsible for affixing the identification tag. Any item stored in a designated storage area without an approved identification tag for a period of 180 days shall be deemed abandoned. (Adopted July 1, 2000)
- Property deemed "abandoned" shall be donated to the Llano County Sheriff's Office or, at the discretion of the Blue Lake Estates Property Owners Associations' Board of Directors, sold at public auction, after sixty (60) days notice in the Llano County and Burnet County newspapers to the highest bidder as abandoned property, with all proceeds after expense of storage and sale paid into the Associations' Special Parks Fund or a similar account for use dedicated to maintenance and improvement of Devil's Hollow RV/Boat Storage Park and Sandy Creek Storage Park. (Adopted July 7, 2001)

- **NUISANCES**

No noxious or offensive trade or activity shall be carried on or maintained on any lots in Blue Lake, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. The decision of the Board of Directors of the Association shall be final in determining any question arising from this paragraph.

- The property owner must maintain property in a clean, safe and orderly condition. Junk cars, abandoned vehicles, waste materials, unused furniture or appliances and trash shall not be kept or allowed to accumulate. Any vehicle **(i)** whose registration sticker, license plate, or vehicle inspection sticker has been expired for more than six (6) months; **(ii)** is kept outside of an enclosed structure, garage, carport or approved storage area; and **(iii)** has not been moved or driven for a period of 180 days shall be deemed an "abandoned vehicle". For purposes of this covenant, "a vehicle" shall include automobiles, trucks, mobile homes, trailers of any kind, truck campers, boats and personal watercraft of any kind. (Adopted July 1, 2000)
- Property deemed as "abandoned" shall be donated to the Llano County Sheriff's Office or, at the discretion of the Blue Lake Property Owners Association's Board of Directors, sold at public auction, after sixty (60) days notice in the Llano County and Burnet County newspapers to the highest bidder as abandoned property, with all proceeds after expense of storage and sale paid into the Associations' Special Parks Fund or a similar account for use dedicated to maintenance and improvement of Devil's Hollow RV/Boat Storage Park and Sandy Creek Storage Park. (Adopted July 7, 2001)

- **GARBAGE AND TRASH DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other containers for the storage or disposal of such material shall be kept in clean and sanitary

condition. Each lot owner shall remove, or cause the removal of, garbage from Blue Lake, not less than weekly.

- **SEWAGE**

All dwellings on each lot shall be connected to the municipal sewer system. No cesspool or other sewer system or septic system shall be constructed or used on any lot, unless currently in use. No outside or portable toilet shall be used except during a period of actual construction on any lot, provided a building permit has been issued by the Architectural Committee. Any outside or portable toilet permitted during construction shall be located toward the rear of the lot away from the street and neighboring property. (Adopted July 7, 2001)

- **UTILITY EASEMENTS**

An easement is reserved over and across the lots in Blue Lake for the purpose of installing and maintaining, or conveying to proper parties so that they may install and maintain electric power, water, gas and communication services for the lots and tracts in the subdivision. All contracts and conveyances covering any lot are hereby made subject to this easement. The easements shown on the recorded plat of Blue Lake are adopted as part of these restrictions.

- **ANIMALS**

No livestock of any kind shall be staked or pastured on any vacant lot. No livestock or animals (pot-bellied and house pigs included) other than domestic animals regarded as house pets shall be kept or permitted. No dog or other permitted pet shall be permitted to run "at large" or outside a lot owners' property without a leash or other form of restraint. Each lot owner is responsible for compliance by the lot owners' visitors and guests. (Adopted July 7, 2001)

- **FENCES, WALLS AND PLANTS**

No fence, wall or hedge higher than three (3) feet shall be located nearer any front street line or water front line than thirty (30) feet, or nearer any side street line than twenty-five (25) feet. Nor shall any fence or wall more than seven (7) feet in height be constructed in Blue Lake Estates. The Committee may grant variances from the restrictions in this paragraph, if, in its opinion, conditions warrant.

No solid fence or wall, no matter the location of such fence or wall and no matter the height of such fence or wall, shall be allowed to substantially block the view of Lake LBJ or the Blue Lake Golf Course by and of adjoining property owners to such fence or wall, but nothing herein in subsection B. shall prohibit the installation of wrought iron fence or other metalwork fence complying with the provisions or other restrictive covenants. (Adopted July 7, 2001)

No barbed wire fences or razor wire fences shall be permitted. (Adopted July 5, 2003)

- **SIGNS**

- No signs, for sale or for rent, or any other advertising may be displayed on property in Blue Lake unless first approved by the Committee. The Committee

may grant approval for signs disclosing the architect and/or contractor of structures during the period of construction.

- **MAINTENANCE FUND**

Lots, tracts and areas in Blue Lake shall be subject to an annual maintenance assessment as follows:

- Each vacant lot known and designated as "Residential", as described in paragraph 2(a) above, and upon which only a single family residence may be constructed, as described in paragraph 2 (a) above, shall be subject to an annual assessment of one hundred dollars (\$100.00). (Adopted June 10, 2006) (Previously amended in May 14,1985)
- Each lot with a residential structure thereon shall be subject to an annual assessment of two hundred dollars (\$200.00). (Adopted June 10, 2006) (Previously amended in May 14,1985)
- If two (2), but not more than two (2), adjoining residential lots have one common owner, and only one single family residence thereon, they shall be subject to a single assessment, such assessment to be at the highest applicable level. (Adopted May 14, 1985)
- Lots or tracts upon which multiple family dwelling units have been constructed shall be assessed an amount equal to the number of individual dwelling units times two hundred dollars (\$200.00). (Adopted June 10, 2006) (Previously amended in May 14,1985)
- Each large tract not divided into building lots shall be assessed an amount to be determined by the Board of Directors by negotiation with the owner or owners of each such tract. (Adopted May 14, 1985)
- The assessment is payable July 1st, each year, in advance, and shall be collected and disbursed by Blue Lake Estates Property Owners Association, Inc. for the purpose of improving and maintaining the parkways and easements, buildings, parks, swimming areas, docks and retaining walls of park areas and for other purposes set forth in the Charter and Bylaws of the Association. Any assessment remaining unpaid for ninety (90) days from the date it becomes due and payable shall be delinquent and shall bear a late payment penalty of ten dollars (\$10.00) per lot, if unimproved, and twenty dollars (\$20.00) per lot, if improved, per annum. The annual assessment, including late charges thereon and any other costs arising from enforcement of this paragraph, shall be secured by a lien on each lot subject thereto, which shall be timely filed during the sixty (60) day period preceding the close of the fiscal year. The Owner, or Owners, of any lot, or lots, in Blue Lake are members of the Blue Lake Property Owners Association, Inc. (Adopted June 10, 2006) (Previously amended in May 14,1985)

- **PARKS**

All property owners and members of their families shall, subject to reasonable rules and regulations approved by the Board of Directors of the Association, have ingress and egress to Lake Lyndon B. Johnson through the park areas, as shown by plats of record of Blue Lake Estates. All parks and lake and beach improvements adjacent thereto shall be available for use of property owners, their families and their guests at their own risk.

- All covenants and restrictions are for the benefit of the association, Blue Lake and all property owners therein, and shall be binding upon all property owners, their successors, heir and assigns.
- Invalidation of one of the covenants, conditions or restrictions by judgement of any courts shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Acquiescence in any violations shall not be deemed a waiver of right to enforce against other violations of the same or other conditions.
- **AMENDMENTS**
  - Any or all of the covenants and restrictions herein may be annulled, amended or modified at any time by a vote of two-thirds (2/3) of the members of the Board of Directors of Blue Lake Property Owners Association, Inc. and ratification by a majority of the lot owners in Blue Lake Estates. All such lot owners shall be given thirty (30) days notice, in writing, of any proposed amendment, and shall thereafter vote by mail ballot.
- **COVENANTS RUNNING WITH LAND**

All of the restrictions, easements and reservations herein provided and adopted as part of Blue Lake shall apply to each and every lot and tract therein, and shall be taken and deemed as covenants running with the land, and as and when such lot or tract is conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also such as are shown on the maps or plats of Blue Lake filed in the records of Llano County, Texas. When such covenants, reservations, easements, restrictions and conditions are referred to by reference thereto in any such deed or conveyance to any lot or tract in Blue Lake the same shall be of the same force and effect as if said covenants, reservations, easements, restrictions and conditions were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express covenants, reservations, easements, restrictions and conditions as herein stated and set forth.

- **EASEMENTS**

All lots are subject to all easements of record including, but not limited to, those certain easements in favor of the Lower Colorado River Authority of record in Volume 80, pages 435 et seq., and Volume 80, pages 631 et seq., of the Llano County Deed Records, to which easements, and their record thereof, reference is here made for further description.

- **GOLF COURSE**

The Blue Lake Golf Club, the Association, or any person, firm or corporation operating the golf course and/ or tennis courts in Blue Lake shall not be held liable for any damages or any death to any lot owner or any lot owners' visitors, guests, their heirs, personal representatives or assigns resulting from failure to use ordinary care in the operation and maintenance thereof. (Adopted July 7, 2001)

IN WITNESS WHEREOF, BLUE LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Texas Corporation, has caused these presents to be executed by its' President and attested by its' Secretary, all thereunto authorized on this 7th day of June, 1983.

**BLUE LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

By: President, O.F. Zimmerman

Attest: Secretary, Martha F. Fisher

NOTARIZED BY: Beverly Anderson- Llano County on 1/17/87

Filed for record the 7th day of June, 1983, 1:45 o' clock P.M  
Recorded the 17th day of June, 1983 at 10:30 o'clock A.M.  
H.A. Raesener, County Clerk, Llano County, Texas  
By: Lualle Patton, Deputy