

THE LAKES AT ROUND TOP

FINAL PLAT

WM. S. TOWNSEND LG, A-104
FAYETTE COUNTY, TEXAS

PLAT SHOWING THE SURVEY AND SUBDIVISION OF A 110.248 ACRE TRACT SITUATED IN THE WM. S. TOWNSEND SURVEY, A-104, IN FAYETTE COUNTY, TEXAS AND BEING ALL OF THAT TRACT DESCRIBED AS 110.248 ACRES IN A DEED FROM NANCY ROESTER, ET AL, TO BARNARD RANCHES, LLC, DATED DECEMBER 14, 2017 AND RECORDED IN VOLUME 1842, PAGE 688 OF THE OFFICIAL RECORDS OF FAYETTE COUNTY.

STATE OF TEXAS
COUNTY OF FAYETTE

KNOW ALL MEN BY THESE PRESENTS, That BARNARD RANCHES, LLC, a limited liability company organized and existing under the laws of the State of Texas, with its home address at 681 Pine Road, Roundtop, Texas 78845, and its principal office at 681 Pine Road, Roundtop, Texas 78845, do hereby certify that the within and foregoing plat, being all of that tract described in a deed from Nancy Roester, et al, to BARNARD RANCHES, LLC, recorded in Volume 1842, Page 688 of the Official Records of Fayette County, Texas, is a true and correct plat of the 110.248 acre tract described in the deed from Nancy Roester, et al, to BARNARD RANCHES, LLC, and that the same is being presented for recording in the Official Records of Fayette County, Texas, in accordance with the plat shown herein, subject to any and all easements or restrictions herebefore granted.

IN WITNESS WHEREOF, the said BARNARD RANCHES, LLC, has caused this plat to be signed by its President, Michael Barnard, and the same to be attested by its Secretary, this 18 day of August, 2020.

BARNARD RANCHES, LLC

Michael Barnard, President

STATE OF TEXAS
COUNTY OF FAYETTE

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the President of BARNARD RANCHES, LLC, acknowledged to me that he executed the same in his capacity as President of BARNARD RANCHES, LLC, for the purposes and consideration therein stated, and signed and acknowledged the foregoing instrument.

IN WITNESS MY HAND AND SEAL OF OFFICE this 18 day of August, 2020.



STATE OF TEXAS
COUNTY OF FAYETTE

I, Brenda Feltman, County Clerk of Fayette County, Texas, do hereby certify that the within and foregoing plat, being all of that tract described in a deed from Nancy Roester, et al, to BARNARD RANCHES, LLC, recorded in Volume 1842, Page 688 of the Official Records of Fayette County, Texas, is a true and correct plat of the 110.248 acre tract described in the deed from Nancy Roester, et al, to BARNARD RANCHES, LLC, and that the same is being presented for recording in the Official Records of Fayette County, Texas, in accordance with the plat shown herein, subject to any and all easements or restrictions herebefore granted.

IN WITNESS MY HAND AND SEAL OF OFFICE this 22 day of September, 2020.

Brenda Feltman, County Clerk
FAYETTE COUNTY, TEXAS

"THE LAKES AT ROUND TOP"
BARNARD RANCHES, LLC

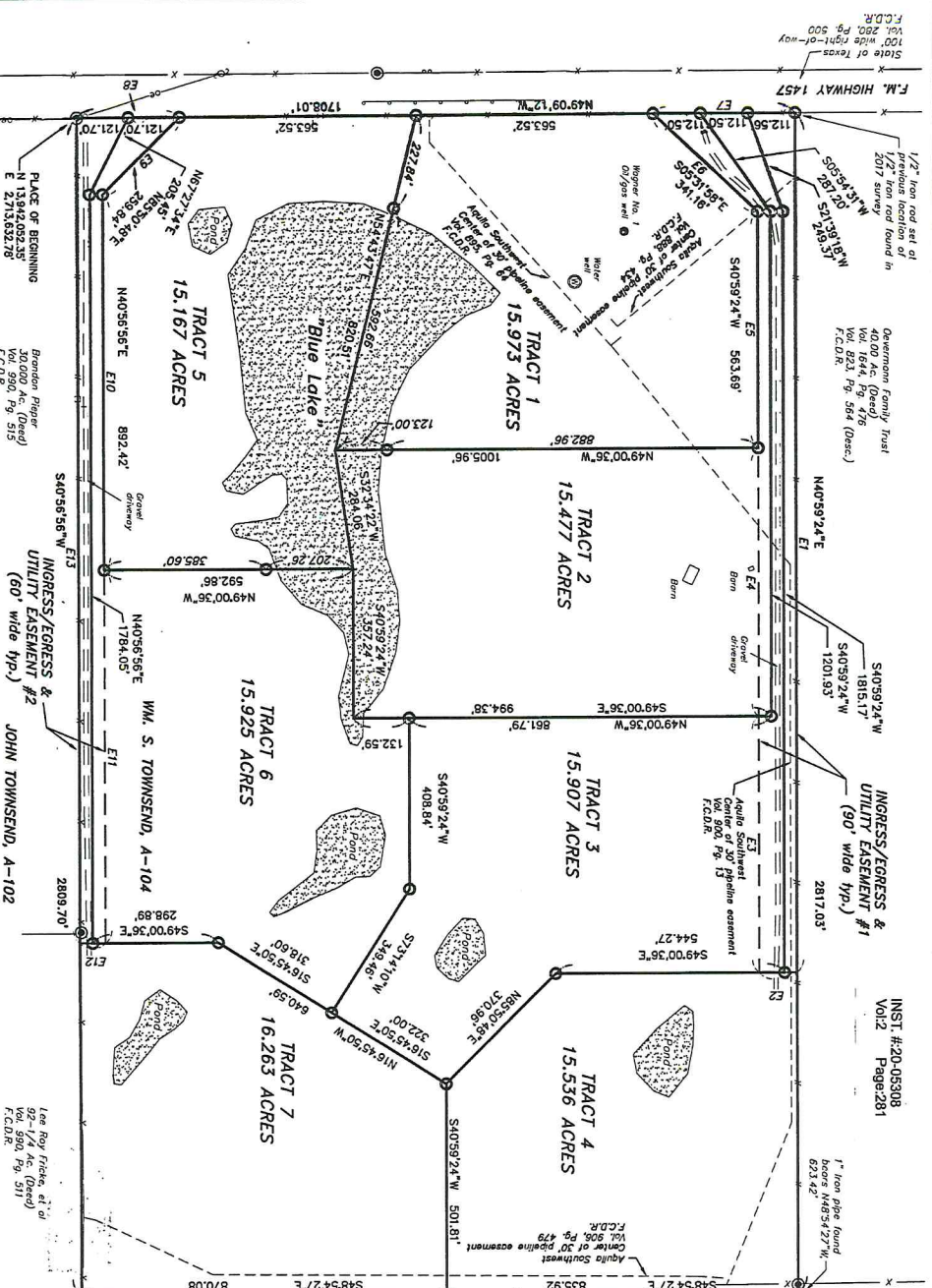
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Brenda Feltman, County Clerk
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EASEMENT #1 CALLS	LINE	BEARING	DISTANCE
	E1	N40°59'24"E	2020.26'
	E2	S49°00'36"E	90.00'
	E3	S40°59'24"W	613.24'
	E4	S40°59'24"W	583.60'
	E5	S40°59'24"W	341.06'
	E6	S00°31'58"E	337.65'
	E7	N49°00'36"E	337.65'

EASEMENT #2 CALLS	LINE	BEARING	DISTANCE
	E8	N40°59'24"W	243.41'
	E9	N40°59'24"E	239.82'
	E10	N40°59'24"E	239.82'
	E11	S40°59'24"E	60.00'
	E12	S40°59'24"E	1987.60'



GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.

LEGEND
 - 1/2" Iron rod found (or as noted)
 - Overlaid electric line
 - UTILITY Pole
 - Telephone pedestal
 - Pipeline marker
 - Wire fence line

NOTE: Subject tract is located within the 1/2" Iron rod found in 1994, according to F.C.D.R. 4014003000 dated October 17, 2004.

NOTE: In addition to the easements shown herein, property is also subject to a blanket pipeline easement to a 150 inch diameter pipeline located in 150 core parent tract described in Vol. 559, Pg. 443 of the Deed Records.

NOTE: EASEMENTS, COVENANTS, RESTRICTIONS, ETC. TO BE FILED BY SEPARATE INSTRUMENT AND RECORDED IN FAYETTE COUNTY.

BEARINGS, DISTANCES AND COORDINATES
 Station 1000+00.00 based on the Texas State Plane Coordinate System - South Central Zone - NAD 83 (2011).
 Convergence = +01°09'19"
 Combined Factor = 0.9999264

UTILITY EASEMENT #2
 (60' wide typ.)
 JOHN TOWNSEND, A-102

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Field Book 550

2020/RE/BARNARD RANCHES/B3095

RESTRICTIVE AND PROTECTIVE COVENANTS FOR
THE LAKES AT ROUND TOP, FAYETTE COUNTY, TEXAS

THE STATE OF TEXAS,

COUNTY OF FAYETTE.

KNOW ALL MEN BY THESE PRESENTS, that **Barnard Ranches, LLC., a Texas Limited Liability Company**, the owner of that certain tract or parcel of land containing 110.248 acres, a part of the Wm. S. Townsend Survey, A-104, Fayette County, Texas, which land has been heretofore platted and subdivided into that certain subdivision known as **The Lakes at Round Top**, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, upon Page 281, of the Map or Plat Record of Fayette County, Texas [Instrument No. 20-05308], and does, for the protection and benefit of all owners of any tract or tracts in said subdivision, hereby impress each and all of the tracts in said subdivision with the following restrictive covenants running with the land governing the use, occupancy, enjoyment and sale of any and all such tracts:

1. All tracts shall be used for single family residential purposes.
2. The primary residence constructed on a tract shall contain not less than 2,400 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports.
3. Any residence constructed or other permanent structures are to be completed within one (1) year from the start of construction. Temporary facilities such as travel trailers and motor homes may be utilized during the construction period. However, in no event shall any such temporary facility be allowed to remain on the property longer than one (1) year. This one (1) year period shall be cumulative in nature. Following the completion of construction those temporary facilities such as travel trailers and motor homes may be stored upon the property so long as they are not used as a residence and are stored in such a manner that their presence does not negatively impact the overall positive attractiveness of the property.
4. No mobile homes, modular homes, manufactured homes, bardominiums, or the like shall be permitted on any tract.
5. Only one primary residence may be constructed on a tract. Outbuildings and associated structures used in conjunction with residential use of the tract are permitted. Such outbuildings and associated structures shall be limited to one guest house, one pool, and one auxiliary building. Detached garages, workshops and barns must be of good construction, kept in good repair and not used for residential purposes.
6. The guest house constructed on a tract shall contain not less than 1,000 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area,

porches, terraces, patios, driveways, and carports. The guest house constructed shall be constructed of similar material and design to that of the primary residence constructed on the tract. No guest house may be constructed unless a primary residence is constructed and maintained upon the tract as well.

7. The roofs of all primary residences, guest houses, outbuildings, and associated structures shall be constructed of either metal or slate. Roofs constructed of composite material shall not be allowed.
8. The owner of a damaged or destroyed building on any tract shall promptly make repairs or replacement in order to restore the building to its condition prior to the damage or destruction. Should the owner not restore or repair the damaged building within a reasonable length of time, the owner shall tear down the damaged building and remove the debris from the tract.
9. No individual sewage-disposal system shall be permitted on any tract unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Fayette County, Texas and shall comply with all state and county laws and regulations. Approval of the system as installed shall be obtained from the proper authority.
10. No individual water-supply system shall be permitted on any tract unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Fayette County Ground Water Conservation District. Approval of the system as installed shall be obtained from the proper authority.
11. Each owner shall be responsible for the maintenance and painting of all improvements on each tract. No refuse pile, unused or abandoned motor vehicles, trailers or other unsightly objects shall be allowed to be placed or to remain anywhere on any tract.
12. No commercial signs advertising the name of a commercial enterprise shall be located on any tract. In the event of a sale of a tract, one (1) for sale sign, said sign being no more than six (6) square feet in size, may be located on the tract being advertised for sale.
13. No obnoxious or offensive activity shall be allowed or carried on, upon or from any tract in the subdivision, nor shall any activity be allowed or conducted on any tract that would be a nuisance to the owners of other tracts.
14. No quarrying, drilling, or mining operations of any kind for the exploration or development of oil, gas, or other minerals, including but not limited to sand, gravel, uranium, coal, lignite, iron, gold, silver and all other minerals whether mined by drilling, strip mining, or any other method shall be permitted on any tract.
15. Livestock may be kept and maintained on said tracts, EXCLUDING commercial swine or poultry, in numbers not to exceed one (1) animal for each two acres for horses and cattle and may not exceed one (1) animal for each one acre for sheep and goats. No more than five (5) animals shall be allowed. Chickens, ducks, geese or other poultry shall be allowed if contained within a pen and do not become an

annoyance to neighbors. Animals used for non-commercial special projects, for example, children's participation in FFA, 4H, Fayette County Fair or other special projects emphasizing education and individual responsibility with animals including poultry and swine are permitted only if used in a child's or students educated related projects. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In all instances, household pets and all livestock shall be restrained within fenced areas or under leash.


16. No one may use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the tracts, or transport to or from the tracts any Hazardous Substance (as defined by state or federal law) or allow any other person or entity to do so except in minor amounts under conditions permitted by applicable laws.
17. No further subdividing of the tracts shall be allowed or permitted.
18. Tract 1, Tract 2, Tract 3, and Tract 4 of the Lakes at Round Top shall be impressed and subject to the rights and conditions of that certain Easement Agreement and Dedication #1 of the Lakes at Round Top of even date herewith and as filed in the Official Records of Fayette County, Texas.
19. Tract 5, Tract 6, and Tract 7 of the Lakes at Round Top shall be impressed and subject to the rights and conditions of that certain Easement Agreement and Dedication #2 of the Lakes at Round Top of even date herewith and as filed in the Official Records of Fayette County, Texas.
20. Tract 1, Tract 2, Tract 5, and Tract 6 of the Lakes at Round Top shall be impressed and subject to the rights and conditions of that certain Easement and Lake Maintenance Agreement of the Lakes at Round Top of even date herewith and as filed in the Official Records of Fayette County, Texas.
21. The foregoing restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date of recording, and shall automatically be extended thereafter for successive periods of ten (10) years; provided however, that the owners of a majority of the tracts, as hereinafter identified, may release one or more of said restrictions, on either fifty (50) years from the date of recording, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Fayette County, Texas. The owners of a 2/3 majority of the tracts may release any acreage from any restriction or restrictions at any time. The owners of the tracts are those tracts described in subdivision known as THE LAKES AT ROUND TOP, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, upon Page 281, of the Map or Plat Record of Fayette County, Texas [Instrument No. 20-05308].
22. Should an owner of a tract violate any of the covenants and restrictions set forth herein, it shall be lawful for any other tract owner(s) in this subdivision to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or

in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants, and the party found to be at fault shall be liable for all costs and damages, including reasonable attorney's fees, incurred in connection with the enforcement of these restrictions.

23. Invalidation of any one or more of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect the validity of the other remaining restrictions.

EXECUTED on October 5th, 2020.

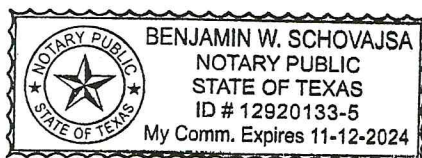
Barnard Ranches, LLC., a Texas Limited Liability Company:


BY 
Michael Barnard, President

THE STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me on the 5TH day of October, 2020 by Michael Barnard, as President of Barnard Ranches, LLC., a Texas Limited Liability Company, on behalf of said Company.



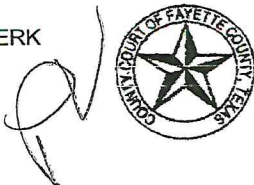

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
NOTARY'S TYPED OR PRINTED NAME:
Benjamin Wm. Schovajsa
NOTARY'S COMMISSION EXPIRES:
November 12, 2024

10/5/2020 4:42:38 PM

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the OFFICIAL RECORDS
of Fayette County, Texas as stamped hereon above time.

BRENDA FIETSAM, COUNTY CLERK

Stamp: 4 Page(s)



1

The Lakes at Round Top as filed in Volume 2 Page 281, Instrument #: 20-05308, Plat Records of Fayette County, Texas (hereinafter called "Ingress/Egress & Utility Easement #1").

5. PURPOSE OF EASEMENT

The purpose of the easement and right-of-way is for providing pedestrian, vehicular (car and light truck), and farm equipment ingress and egress to and from The Tracts together with the the right to lay water, waste water, septic, electrical, cable or any other subsurface utility lines. The Owners shall have the right to eliminate any vegetative encroachments from the Ingress/Egress & Utility Easement #1 and may maintain vegetative cover on the Ingress/Egress & Utility Easement #1 in a neat and orderly manner.

6. DURATION OF EASEMENT

The easement, rights and privileges herein granted shall be perpetual. Developer hereby binds Developer, Developer's successors and assigns to warrant and forever defend the above described easement and rights affecting Ingress/Egress & Utility Easement #1 unto The Owners, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any party thereof.

7. FURTHER CONVEYANCES & MAINTENANCE

Any subsequent conveyances of rights in the Easement Ingress/Egress & Utility Easement #1 by Developer or The Owners shall be subject to the terms of this agreement. The Owners shall bear a proportionate part (by total number of Tracts, i.e. four (4)) of the costs of maintaining the road within the Ingress/Egress & Utility Easement #1. Each Owner shall bear the cost of the installation and maintenance of any water, waste water, septic, electrical, cable or any other subsurface utility lines installed by an owner benefitting that owner's respective tract.

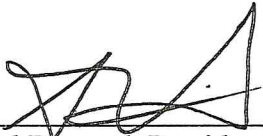
8. ENTIRE AGREEMENT

This agreement shall bind and inure to the benefit of The Owners and each of their respective heirs, successors and assigns. This instrument contains the entire agreement relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by all parties hereto.

EXECUTED this 5th day of October, 2020.

DEVELOPER:

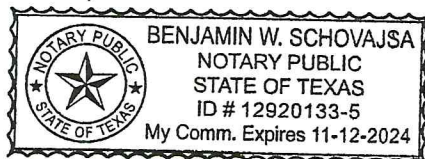
Barnard Ranches, LLC., a Texas Limited Liability Company:

BY: 
Michael Barnard, President

THE STATE OF TEXAS

COUNTY OF FAYETTE

This instrument was acknowledged before me on the 5TH day of October, 2020, by Michael Barnard, as President of Barnard Ranches, LLC., a Texas Limited Liability Company, on behalf of said Company.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Notary's Typed or Printed Name:
Benjamin Wm. Schovajsa

Notary's Commission Expires:
November 12, 2024

10/5/2020 4:41:14 PM

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the OFFICIAL RECORDS
of Fayette County, Texas as stamped hereon above time.

BRENDA FIETSAM, COUNTY CLERK

Stamp: 3 Page(s)



EASEMENT AGREEMENT AND DEDICATION #2
THE LAKES AT ROUND TOP

STATE OF TEXAS

§

§

COUNTY OF FAYETTE

§

1. RECITALS

WHEREAS, **Barnard Ranches, LLC.**, a Texas Limited Liability Company, is the owner of The Lakes at Round Top, a subdivision situated in the Wm. S. Townsend League, A-104, Fayette County, Texas as filed and depicted in Volume 2, Page 281, Instrument #: 20-05308, Plat Records of Fayette County, Texas; and,

WHEREAS, **Barnard Ranches, LLC.**, desires to have Tract 5, Tract 6, and Tract 7 of The Lakes at Round Top (hereinafter called "The Tracts") to have the mutual and reciprocal right to use the Ingress/Egress & Utility Easement #2 as shown and depicted on the Subdivision Plat of The Lakes at Round Top as filed in Volume 2, Page 281, Instrument #: 20-05308, Plat Records of Fayette County, Texas.

THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS,

2. GRANT OF EASEMENT

THAT, **Barnard Ranches, LLC.**, a Texas Limited Liability Company, (hereinafter called "DEVELOPER"), does hereby grant, convey, and dedicate unto the owners, their successors, heirs and assigns, of Tract 5, Tract 6, and Tract 7 of The Lakes at Round Top (hereinafter called "THE OWNERS") as shown and depicted on the Subdivision Plat of The Lakes at Round Top as filed in Volume 2, Page 281, Instrument #: 20-05308, Plat Records of Fayette County, Texas, the rights, as further described herein, in and to that certain Ingress/Egress & Utility Easement #2 as further shown and depicted on the Subdivision Plat of The Lakes at Round Top as filed in Volume 2, Page 281, Instrument #: 20-05308, Plat Records of Fayette County, Texas.

3. TYPE OF EASEMENT

The easement and right-of-way granted herein shall be an easement appurtenant and shall pass and run with the title to The Tracts and shall also be nonexclusive.

4. LOCATION OF EASEMENT

The easement and right-of-way granted herein shall be upon, over and across that certain Ingress/Egress & Utility Easement #2 as further shown and depicted on the Subdivision Plat of

The Lakes at Round Top as filed in Volume 2 Page 281, Instrument #: 20-05308, Plat Records of Fayette County, Texas (hereinafter called "Ingress/Egress & Utility Easement #2").

5. PURPOSE OF EASEMENT

The purpose of the easement and right-of-way is for providing pedestrian, vehicular (car and light truck), and farm equipment ingress and egress to and from The Tracts together with the the right to lay water, waste water, septic, electrical, cable or any other subsurface utility lines. The Owners shall have the right to eliminate any vegetative encroachments from the Ingress/Egress & Utility Easement #2 and may maintain vegetative cover on the Ingress/Egress & Utility Easement #2 in a neat and orderly manner.

6. DURATION OF EASEMENT

The easement, rights and privileges herein granted shall be perpetual. Developer hereby binds Developer, Developer's successors and assigns to warrant and forever defend the above described easement and rights affecting Ingress/Egress & Utility Easement #2 unto The Owners, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any party thereof.

7. FURTHER CONVEYANCES & MAINTENANCE

Any subsequent conveyances of rights in the Easement Ingress/Egress & Utility Easement #2 by Developer or The Owners shall be subject to the terms of this agreement. The Owners shall bear a proportionate part (by total number of Tracts, i.e. three (3)) of the costs of maintaining the road within the Ingress/Egress & Utility Easement #2. Each Owner shall bear the cost of the installation and maintenance of any water, waste water, septic, electrical, cable or any other subsurface utility lines installed by an owner benefitting that owner's respective tract.

8. ENTIRE AGREEMENT

This agreement shall bind and inure to the benefit of The Owners and each of their respective heirs, successors and assigns. This instrument contains the entire agreement relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by all parties hereto.

EXECUTED this 5th day of October, 2020.

DEVELOPER:

Barnard Ranches, LLC., a Texas Limited Liability Company:

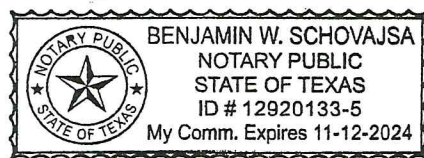
BY: 

Michael Barnard, President

THE STATE OF TEXAS

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Notary's Typed or Printed Name:
Benjamin Wm. Schovajsa

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Stamp: 3 Page(s)



Page 281, Instrument #: 20-05308, Plat Records of Fayette County, Texas (hereinafter called "Blue Lake"). However, the rights granted and created herein do not allow an Owner to exit onto the shore of another tract.

5. PURPOSE OF EASEMENT

The purpose of the easement and right-of-way is for providing the Owners to move over and across the water of Blue Lake for recreations purposes. This means that the Owners will be able to use and enjoy recreationally that portion of Blue Lake located on the property of another owner.

6. DURATION OF EASEMENT

The easement, rights and privileges herein granted shall be perpetual.

7. FURTHER CONVEYANCES & MAINTENANCE

(A) Any subsequent conveyances of rights in Blue Lake shall be subject to the terms of this agreement.

(B) Each Owner shall maintain that part of the shoreline of Blue Lake located upon their respective tracts in a sightly and clean condition

(C) No Owner shall alter the current dam which is in existence.

(D) Each Owner shall have the duty and responsibility to develop and maintain Blue Lake, dam, and spillway at the expense of the Owners, with said expense to be shared equally and jointly amongst the Owners. All expenses for labor and materials for development and maintenance of the lake, dam and spillway shall be approved by a majority of the Owners before the Owners are liable for the expenses for the labor and materials. Each tract shall have one (1) vote when approving request for development and maintenance.

(E) Use of a water craft on the lake shall be restricted to non-motorized vessels except for the use of a small trolling motor. There shall not be any jet skis, house boats, or ski boats used on Blue Lake.

(F) Piers and docks are permitted to be constructed on Blue Lake but must be located upon that Owner's respective tract. Piers and docks must not extend beyond twenty (20') feet into the lake from the bank of Blue Lake. The term "Bank" shall mean the land alongside Blue Lake that is exposed at mean water level of Blue Lake. Owners agree and recognize the difficulty of establishing the exact location of the bank of Blue Lake and agree to act reasonably and in good faith when interpreting the term.

8. INDEMNITY

Owners shall hold harmless, defend, and indemnify each other against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorneys' fees, arising from an Owner's exercise of the rights granted and created by this Agreement.

9. ENTIRE AGREEMENT

This agreement shall bind and inure to the benefit of The Owners and each of their respective heirs, successors and assigns. This instrument contains the entire agreement relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by all parties hereto.

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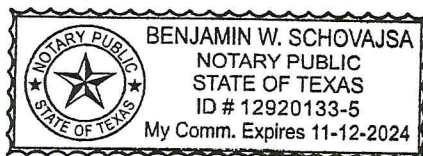
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Benjamin Wm. Schovajsa

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STATE OF TEXAS COUNTY OF FAYETTE

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