

**Bastrop Economic Development Corporation's  
Sixth Amended Protective Covenants  
Bastrop Business and Industrial Park  
Bastrop, Texas  
Bastrop County, Texas**

THE STATE OF TEXAS                   §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BASTROP                 §

**THAT, WHEREAS, BASTROP ECONOMIC DEVELOPMENT CORPORATION**, a Texas economic development corporation (hereinafter referred to as the "BEDC"), is the owner of over fifty-one percent (51%) of that certain 265.403 acre tract of real property located in Bastrop County, Texas, as more fully described in "Exhibit A," attached hereto and made a part hereof for all purposes, ("Bastrop Business and Industrial Park" or the "Park" or the "Property"); and

**WHEREAS**, the Property was made subject to a Declaration of Protective Covenants, Conditions and Restrictions for the Bastrop Business Industrial Park, recorded at Volume 844, Pages 799-835, filed on or about April 3, 1997, in the Official Records of Bastrop County, Texas, (the "Original Protective Covenants, Conditions and Restrictions"); and

**WHEREAS**, the Original Protective Covenants, Conditions and Restrictions have been previously amended by the BEDC on five prior occasions, as follows:

1. On or about December 3, 1997, the First Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 882, Pages 606-621, in the Official Records of Bastrop County, Texas ("First Amendment"); and
2. On or about October 7, 1998, the Second Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 939, Pages 608-623, in the Official Records of Bastrop County, Texas ("Second Amendment"); and
3. On or about March 29, 1999, the Third Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 971, Pages 09-10, in the Official Records of Bastrop County, Texas ("Third Amendment"); and
4. On or about May 13, 1999, the Fourth Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at

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Volume 980, Pages 797–798, in the Official Records of Bastrop County, Texas (“Fourth Amendment”); and

5. On or about July 7, 2014, the Fifth Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 2332, Pages 267-288, in the Official Records of Bastrop County, Texas (“Fifth Amendment”); and

**WHEREAS**, BEDC, pursuant to the Texas Property Code, Title 11, Chapter 202, as owner of over fifty-one percent (51%) of the Property, now wishes to amend the Fifth Amended Protective Covenants, Conditions and Restrictions and replace those prior recorded Amendments to the Covenants, Conditions and Restrictions with those detailed herein, as the “Sixth Amended Protective Covenants, Conditions and Restrictions” (“Sixth Amendment”); and

**WHEREAS**, the BEDC desires that the Property and/or portions thereof sold and conveyed by the BEDC in the future shall be subject to the covenants, conditions and restrictions, liens, and charges hereinafter set forth as the Sixth Amendment; and

**WHEREAS**, BEDC desires to create and carry out a uniform plan for the improvement, development, and sale of the Property and portions thereof for the benefit of the present and future owners of the Property, and desires to maintain a high quality of development in the Park, BEDC hereby adopts and establishes the following Sixth Amended Covenants, Conditions and Restrictions (“Protective Covenants” or “Covenants”), which shall apply uniformly to the use, improvement, occupancy, and conveyance of all the Property, including the roads, avenues, streets, alleys, and waterways therein; and each contract or deed which is executed with regard to the Property, or any portion thereof, shall conclusively be held to have either been: (1) executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed), or (2) have received full notice of this Sixth Amendment to the covenants now applicable to the Property, going forward; and

**WHEREAS**, the purpose of the original and these amended Protective Covenants is to ensure that the Industrial Park is developed and maintained as a high quality industrial park, serving the Central Texas area, and that the Property and development therein maintains and increases in value, over time, for those businesses and industries which have elected to locate and operate in the Industrial Park; and

**WHEREAS**, to maintain the high quality and standards noted herein, the BEDC and City shall enforce these Protective Covenants and the City’s Code of Ordinances, promptly, assertively, consistently and fairly to the benefit of all who own Property and/or operate in the Industrial Park.

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**NOW, THEREFORE**, it is hereby declared that all the Property shall be held, sold, conveyed, and occupied subject to the following Protective Covenants, which are hereby amended and adopted by the BEDC for the purpose of protecting the value and desirability of the Property and the Industrial Park, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupier thereof. Further, the above listed prior amendments to the Protective Covenants, filed in the Bastrop County Official Records, are hereby abrogated and replaced in whole by the following Sixth Amendment to the Protective Covenants.

**BASTROP BUSINESS AND INDUSTRIAL PARK**  
**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**  
**("PROTECTIVE COVENANTS" OR "COVENANTS")**

**A. DEFINITIONS:**

For the purposes of these Protective Covenants, the following terms and words are to be used and interpreted as hereinafter defined.

1. **BEDC and/or Bastrop Economic Development Corporation:** A 4B Economic Development Corporation operating under the laws of the State of Texas, statutorily enabled and operating pursuant to Chapters 501 and 505 of the Local Government Code, and the owner and developer of fifty-one percent (51%) or more of the Property in the Bastrop Business and Industrial Park, as of the date of this amended filing. The BEDC includes its Board of Directors, (also referred to herein as the "Board").
2. **Berm:** An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.
3. **Boundary Property Line:** The near side of any street, alley, stream, or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property. When no such open space exists, the common line between the two parcels of property shall be interpreted as the boundary property line.
4. **Building:** Any structure intended for shelter, housing, or enclosure of persons, animals, or chattel. When separated by dividing walls without openings, each portion of such structure so separated shall be deemed a separate structure.
  - A. **Primary:** A building in which the primary activity associated with the lot is conducted.

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- B. **Accessory:** A building customarily incidental and subordinate to the primary building located on the same lot.
5. **Building Area:** That portion of a lot upon which buildings may be placed, excluding required yards and limited by the maximum building coverage as specified.
  6. **Building Coverage:** The percent of the lot area covered by the building exclusive of all overhanging roofs.
  7. **Building Line:** A line established generally parallel to the front street line. No building or structure may be permitted in the area between the building line and the street right-of-way line.
  8. **Caliper:** The diameter of a tree at four (4) feet in height (from natural or built up ground level).
  9. **Code of Ordinances:** The ordinances and related regulations that are adopted by and enforced by the City of Bastrop, Texas, and which are generally applicable to the Industrial Park.
  10. **Decibel:** A unit measurement of sound pressure.
  11. **Easement:** A right given by the owner of a parcel of land to another person, public agency, or private corporation for a specific and limited use of that property.
  12. **Face of the Building:** The general outer surface, not including cornices, bay window, or architectural projections.
  13. **Frequency:** The number of times per second a vibration or sound wave oscillates.
  14. **Frontage:** The measure of property on one side of a street, closest to the street right-of-way, and between the two side property lines associated with the same tract of land.
  15. **Ground Cover:** Plants, normally reaching an average maximum height of not more than 24 inches at maturity.
  16. **Height:**
    - A. **Building:** The vertical distance from <sup>7</sup>grade or base flood elevation, whichever is higher, to the highest finished roof surface (in the case of flat roofs), or to a point at the average height of the highest roof having a pitch.

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- B. Sign: The vertical distance from the uppermost point of an outdoor advertising sign to the ground immediately below such point.
  - C. Wall: The vertical distance to the top measured from the foundation wall, or from a girder or other immediate support of such wall.
  - D. Screen/Fence: The vertical distance to the top measured from natural or built-up ground level immediately below the screen.
17. **Industrial Park**: The Bastrop Business and Industrial Park Subdivision in the City of Bastrop, Bastrop County, Texas.
18. **Landowner**: The legal and beneficial owner of all the land proposed to be included in a development or transaction, including the possessor of an option or contract to purchase, or other persons having an enforceable vested proprietary interest in such land.
19. **Landscaping**: Any combination of living plants (such as grass, ground cover, shrubs, vines, hedges or trees) and non-living landscape materials (such as rocks, pebbles, sand, mulch, walls, fences or decorative paving materials).
20. **Loading Space**: A space on the same lot as the main building specifically provided for the standing, loading, or unloading of trucks and having minimum dimensions of twelve (12) by sixty (60) feet.
21. **Lot**: A parcel of land occupied or intended for occupancy by a use permitted in these covenants, including one (1) primary building together with its accessory buildings, open spaces, and parking spaces required by these covenants, and having its principal frontage upon a street or upon an officially approved point of access.
- A. **Corner**: A lot abutting upon two (2) or more streets at their intersection.
  - B. **Depth**: The perpendicular distance between the front and the rear lot lines.
  - C. **Double-Frontage**: A lot having direct access to two parallel public streets. For purposes of this covenant, land abutting such streets shall be considered "front yards."
  - D. **Line**: The boundary line of the property.
  - E. **Frontage**: The yard or yards nearest the streets.
  - F. **Rear Line**: The boundary of a lot, which is most distant from and most nearly parallel to, the front lot line.

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- G. Side Line: Lines running between the front and rear property lines.
22. **Masonry:** The term Masonry, when applied to the Building Design and Material standards contained herein, includes materials such as: stone, brick, stucco, decorative concrete blocks and tilt-wall concrete construction. (Note: fluted, split-face, or other common types of 'concrete blocks' are not acceptable.) Other materials, if equal in quality and aesthetic appearance to decorative masonry, may also be considered to be Masonry, upon the specific request made to and approval by the BEDC Board, prior to construction.
23. **Odorous Matter:** Any solid, liquid, or gaseous matter, including but not limited to gases, vapors, dusts, fumes, and mists, which causes an odor sensation to human beings.
24. **Owner:** The BEDC or other party once conveyance of a tract in the Park by the BEDC is final.
25. **Parking Space:** A permanently surfaced area, enclosed or unenclosed, sufficient in size to store one automobile, together with a permanently surfaced driveway connecting the parking space with a street or alley and permitting ingress or egress of an automobile.
26. **Paving:** A system of structuring base material and sealing an impervious wear surface.
27. **Project:** The development of a tract in the Industrial Park by an owner, grantee, occupant or lessee, as approved by the Board and the City, and in compliance with these Sixth Amended Protective Covenants, Conditions and Restrictions, as hereinafter amended by the Board.
28. **Screen/Fence:** There are two types of screens/fences allowed in the Industrial Park, as follows: (1) "Opaque", which is a type of screen/fence that does not provide *any* visibility of the areas or items that are located beyond the barrier and which are generally built from materials such as stone, wood, brick, block or other similar materials; and (2) "Non-opaque", which is a type of screen/fence that allows a partial or complete view of the areas and items beyond the barrier and which are generally built from materials such as decorative iron, chain link, or other suitable semi-opaque materials. The BEDC has the right of approval on all proposed Non-opaque fencing, and will consider the use that will be made of the property behind the fence when evaluating approval. Accordingly, all applicants must specify (and document) what use and what materials, equipment, etc., will be placed behind Non-opaque fencing, if proposed. No chain metal fencing that utilizes 'woven slats' will be allowed in the Park. [Reference Section "H."]

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29. **Shrub:** A woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground.
30. **Sign:** For purposes of this ordinance, “sign” shall mean “outdoor identification sign.”
31. **Smoke:** The visible discharge of particulate matter from a chimney, vent, or combustion process.
32. **Sound Level Meter:** An instrument used to measure sound intensity.
33. **Structure:** Anything constructed or erected, the use of which requires a location on the ground or an attachment to something located on the ground.
34. **Setback:** A distance between the lot-line and the point where a building may be constructed.
35. **Toxic and Noxious Matter:** Any solid, liquid, or gaseous matter which is present in sufficient quantities to endanger the health, safety, and comfort of persons in the vicinity or which may cause injury or damage to property as defined by the United States Environmental Protection Agency (EPA).
36. **Variance:** A request by a current or future owner, grantee, occupant or lessee in the Industrial Park that the Board approves a variation from the strict application of the standards and restrictions set forth herein. The BEDC shall hear and decide, as the final decision maker, all such requests, upon a completed application for same, provided to the Board along with documentation and evidence supporting the application for such variance.
37. **Vibration:** A temporal and spatial oscillation of displacement, velocity, or acceleration in a solid material.
38. **Yard:**
- A. **Front:** An unoccupied open space on the same lot with a building, between the wall of the building nearest the street on which the lot fronts, and bounded by the line of that wall as if extended, the side lines of the lot and the front street line of the lot. The front yard of a corner lot consisting of one platted lot is the yard adjacent to that street on which the lot has its least dimension.
  - B. **Rear:** An unoccupied open space on the same lot with a building, between the rear-line as if extended, the side lines of the lot and rear line of the lot.

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- C. Side: An unoccupied open space on the same lot with a building, situated between the building and the side-line of the lot and extended through from the front yard to the rear yard. Any line not a rear-line or a front-line is deemed to be a side-yard line.

**B. USES PERMITTED:**

The following uses are allowed in the Industrial Park: Processing, research, service businesses, light industrial, manufacturing, warehousing, office and distribution and services ancillary to these identified, allowable uses. No portion of the Property shall be used in any manner that may damage or in any way negatively affect the quality of the Industrial Park, as a whole, or the Park's other occupants by reason of odor, fumes, dust, glare, noise, air, ground or water pollution, noxious waste, fire/explosion hazard. (See also, "Performance Standards").

**C. BUILDING DESIGN AND MATERIALS:**

1. General: The objective of these restrictions and covenants is to obtain quality and consistency in architectural design and a high quality of improvements in the Industrial Park, which is intended to protect and enhance values of businesses in the Industrial Park. In order to achieve this, and allow variety and the use of new materials (as they may develop), all architectural designs, whether for primary or accessory structures, are strictly subject to review and approval of the BEDC Board of Directors.
2. The Industrial Park is composed of two (2) development areas, as shown on the attached map (see Exhibit "B"). The two Areas are identified as follows:
  - a. **Area A:** The following **Design and Material Standards** shall apply to the tracts that are located in Area A:
    - The height of buildings or structures may not exceed City Code for areas zoned Industrial.
    - All primary or accessory structures should be constructed in Masonry.
    - The BEDC will have the right to make or grant variances and give written approval of all materials to be used in constructing a building in Area A. Approval by the BEDC of any proposed alternative materials shall be deemed to be in compliance with these Protective Covenants.
  - b. **Area B:** The following **Design and Material Standards** shall apply to the tracts that are located in Area B:

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- The height of buildings or structures may not exceed City Code for areas zoned Industrial.
- Primary and accessory structures must have Masonry and/or glass fronts (i.e., the front of the building will be all walls which face to the street carrying the structure's address); however, up to three (3) walls of such buildings may be constructed of steel.
- The BEDC will have the right to make or grant variances and give written approval of all materials to be used in constructing a building in Area B. Approval by the BEDC of any proposed alternative materials shall be deemed to be in compliance with these Protective Covenants.

**D. CONSTRUCTION:**

Construction of each Project (construction) will commence within twelve (12) months of the purchase or lease of the property by a business or industry locating in the Park. Construction will be considered to be underway upon approval of an acceptable set of building plans by BEDC and the Planning Department of the City of Bastrop, and all applicable building construction permits applied for from the City have been issued. Construction shall be completed no later than eighteen (18) months after such work is commenced, unless otherwise formally approved and varied by the BEDC, in writing.

**E. BUILDING SETBACKS AND LOT COVERAGE:**

1. Front yard: All buildings shall be set back from the street right-of-way lines a minimum depth of twenty-five (25) feet.
2. Rear yard: A lot with a primary building located on it must have a rear yard of no less than ten (10) feet.
3. Side yard: All buildings shall have side yard setbacks of not less than ten (10) feet.
4. Lot size: Each lot area shall be not less than twenty thousand (20,000) square feet. Only one (1) principal building shall be permitted on any lot. Any variance from this requirement shall be approved in writing by BEDC.
5. Lot width: Each lot shall have a minimum width of not less than one hundred (100) feet at the front building line. Every lot shall abut on a street for a distance of not less than sixty (60) feet.
6. Lot depth: Each lot must have a minimum depth of not less than one hundred (100) feet.

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7. Density: One primary building per lot, unless variance is approved in writing by BEDC.
8. Lot coverage: Primary and accessory buildings in combination shall not cover more than seventy percent (70%) of the total area of the lot.
9. Accessory structures: Shall meet all City of Bastrop Codes and regulations, pertaining to location, design, use, etc., of accessory structures.
10. No landowner or subsequent purchaser, other than BEDC, of any lot(s) in the Industrial Park shall subdivide any lot into two or more lots for the purpose of sale, lease, or transfer to another purchaser, lessee, or tenant, without the express approval of the BEDC.
11. Drainage plans for any development or activity on a lot shall be submitted in conformance with City of Bastrop drainage requirements.

**F. PARKING:**

Employees' and visitors' parking shall be provided in off-street permanently paved parking areas at a minimum standard of one passenger car parking space for each one thousand (1,000) square feet of warehouse building areas, for each five hundred (500) square feet of manufacturing building area, and/or for each two hundred fifty (250) square feet of office building area. Reinforced concrete paving five (5) inches thick shall be required for all access roadways and loading and unloading areas. No use shall be made of the property or any building constructed which requires or is reasonably expected to require or attract parking in excess of the facility's capacity or the facilities maintained therein on said property. Parking will not be permitted on any street or any place other than the designated paved parking areas, and each owner or lessee will be responsible for compliance by their respective employees or visitors. If parking needs increase, additional off-street parking shall be provided by the property owner, in accordance with the above formula.

Parking may be located at the rear, sides, or front of the buildings. If located at the front of the building, a parking area shall be set back a minimum of ten (10) feet from the property line and shall be separated from the property line by a required landscaped area (See, Landscaping), or as determined by the City's Code.

Parking layout and materials used for construction of parking areas must be approved by BEDC prior to construction.

**G. LANDSCAPING:**

All open, unpaved areas, including but not limited to fronts, sides of buildings, and all setback areas, shall, upon development, be planted and landscaped according to a plan

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submitted for approval by the property Owner to the BEDC. Approval of any such plan will be based on its harmony and consistency with the general character and aesthetic quality of the Industrial Park, as a whole. In particular, a landscape strip or front yard in a minimum width of twenty (20) feet must be designed and installed by the developer, along the street frontage adjacent to the property line and street right-of-way. This landscaped area shall contain: (i) ground cover and/or grass and must be consistently and properly maintained, and (ii) trees, such as live oaks, pines, elms, or other native tree varieties, and each tree must have a minimum of two (2) inch caliper measured four (4) feet from the ground level. Trees must be planted in a random layout, with an average spacing between trees of not more than fifty (50) feet. If tracts of land are being held for future development, within sixty (60) days of purchasing/closing such tracts, the new Owner(s) shall install and maintain ground cover on the tract. It is the Owner's responsibility to properly maintain tracts owned by them, at all times. Complete Landscaping, in compliance with these Protective Covenants and the City Code, by Owner, is required at the time of development of the property.

**H. SCREENING/FENCING:**

The right of a purchaser, grantee, owner, or lessee of tracts in the Industrial Park, to use tracts of land and structures on the Property, shall not be construed as permission to keep goods, materials, waste, mechanical parts, equipment, incinerators, storage tanks or similar items on the purchaser's, grantee's, owner's, or lessee's grounds in a manner that, when exposed to the public view, reduces the overall aesthetic appearance, look or quality of the Industrial Park, in the sole opinion of the Board.

If a purchaser, grantee, owner or lessee determines that it has a need to store or keep these types of items, equipment or materials in the public view, they shall be fenced or screened in a manner approved by the BEDC, in advance of such storage.

All screening and fencing in the Industrial Park is required to be at a minimum height (above ground level) of eight (8) feet, unless this height is varied by formal action of the Board. Different types of screening and/or fencing (i.e., Opaque or Non-opaque) is required, depending on what is being shielded or stored, and whether a direct view from adjacent buildings, streets, or public space is advisable for security purposes, as follows: (1) If, for security purposes, the purchaser, grantee, owner or lessee of a tract desires not to use Opaque screening or fencing, then equipment and vehicles that are present on the property may be fenced or screened by the use of Non-opaque materials, approved in writing, by the Board; however, all equipment, vehicles, materials and property visible through the fence/screen must be continuously maintained in a manner that is clean, organized and aesthetically acceptable to those who view the property through the fences/screen; or (2) Water towers, storage tanks, equipment, exhaust fans, skylights, cooling towers, vents, pallet storage, refuse collection receptacles or compacting equipment, transformers, and all other structures or equipment related to a building on the property shall be architecturally compatible with the building or shall be effectively

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shielded from public view and view of adjacent properties by the use of Opaque screening or fencing materials, and the design, location and screening for same shall be approved, in writing, by the Board before construction or erection of such structures or placement of such equipment; and (3) All scrap materials, waste, trash, junk, storage of items, inventory, parts, and pallets, etc., must be completely screened from view of the public and adjacent properties by use of Opaque screening, fencing or design elements and materials.

The City and Board will strictly enforce the screening/fencing provisions detailed herein.

**I. DRIVEWAYS:**

No driveway shall be permitted within fifty (50) feet of a street intersection.

**J. OUTSIDE STORAGE OR OPERATIONS:**

Outside storage or operations on any tracts shall be strictly limited to the rear two-thirds (2/3) of the property, and shall be completely screened from the street, public view and/or adjacent properties, by use of Opaque screening/fencing, as defined herein. Under no circumstances shall any materials or equipment be stored within sixty (60) feet of any street.

Screening specifications shall be approved in writing by BEDC, prior to construction, as part of the site and building review and approval process, and if appropriate may be varied by the Board, upon application for same. No boat, trailer, camper, home trailer, bus, or other recreational vehicle shall be parked or stored, either permanently or semi-permanently (i.e., on an "off-and-on" basis), on any property in the Park, unless such items are completely screened in the manner described above, using Opaque screening, as defined herein. No residential-type occupancy of trailers, campers, recreational vehicles, etc., is allowed at any time in the Park. Any outside storage shall be well-secured and properly lighted so as not to invite criminal activity in the Industrial Park.

**K. LOADING DOCKS:**

Loading docks will be permitted on any side of the primary building, but delivery vehicle loading and unloading shall occur only within the property and not on, or from, a public street.

**L. SIGNS:**

All signs shall be designed, located and installed in full compliance with the City's Code of Ordinances. (See, Bastrop Code of Ordinances, Chapter 3, Section 3.20.001, *et seq.*, which may be amended from time to time.) All requests for variances to the Sign Code, for signs installed in the Park, shall be heard and decided solely by the BEDC Board, and not by the Municipal Sign Review Board or City Council.

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**M. EXTERIOR ILLUMINATION:**

Illumination will be required on all parking areas and walkways between buildings and parking areas unless otherwise waived or modified by BEDC. No wooden poles may be used in connection with exterior illumination. Additionally, all buildings shall have exterior illumination facilities for their front entrance. Upon completion of any building, any such illumination facilities required by these covenants which are located on the property on which the building is constructed shall remain in operation at a minimum from dusk until 10:00 p.m. each night. Exterior illumination shall be designed to light only buildings, parking areas, and walkways and shall not produce glare on adjacent streets or lots. All ground level floodlighting fixtures shall be depressed or screened from public view.

**N. UTILITIES EASEMENTS:**

No structure shall be erected on any easement as reserved on the plat and as provided on the deeds of conveyance on any particular lot. No improvements may be placed within such easements without prior written approval of BEDC. Easements may be crossed by improvements providing the property owner receives the necessary approval in advance from any utility company or municipal district agency providing services via the said easement.

**O. GARBAGE AND REFUSE DISPOSAL:**

No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage, and other waste products shall be kept in sanitary containers approved by the City of Bastrop. All incinerators or other equipment for storage, compaction, or disposal of such materials shall be kept in a clean and sanitary condition, maintained and serviced regularly. Dumpsters shall be adequate in size to handle all waste produced by the business operation and, at no time, may any refuse or garbage be placed outside of the trash receptacles or dumpsters on any tract.

The City's Code of Ordinances, related to parking, health and safety, offenses and nuisances, subdivision and zoning all apply in the Park, and the City and BEDC shall enforce same within the Park. In the event of ambiguity or an unintended conflict between the City Code and the contents of these Protective Covenants, then the City's Code will control.

**P. LIVESTOCK AND POULTRY:**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or part of any lot.

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**Q. PERFORMANCE STANDARDS REQUIRED IN THE INDUSTRIAL PARK:**

**1. Odorous Matter**

- a. No manufacturing or warehouse/distribution use shall be located or operated within the Industrial Park which emits odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the boundary property line or any point beyond the tract on which such use or operation is located. The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand.

**2. Smoke and Particulate Matter**

- a. Industrial Limits: No industrial operation or use shall cause, or allow the emission of, air contaminants which, at the emission point or within the bounds of the property, are in violation of the standards, including Effect Screening Levels, specified by the Texas Department of Health or other State regulatory agency. The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand.

**3. Glare**

- a. No use or operation shall be located or conducted so as to produce intense glare or direct illumination, from a visible source of illumination or glare, across the property line boundary, nor shall any such glare or light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

**4. Noise**

- a. All operations in the Industrial Park shall comply with the noise levels detailed in the City's Code of Ordinances, as applicable to nonresidential properties.

**5. Water Pollution**

- a. No emission of water from any use in the Industrial Park, whether by entry into the municipal wastewater system, storm water control system, a stream or other body of water, shall be permitted, if the quality of such water violates the laws of the State of Texas or the United States, or produces a

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nuisance or hazard to the public or the municipal wastewater or water systems.

**6. Toxic and Noxious Matter**

- a. No operation or use permitted under the terms of these covenants shall emit toxic or noxious matter in concentrations across the property line boundary of the tract on which such operation or use is located. The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand, related to toxic and noxious materials, matters and/or conditions in the Park.

**7. Combustible or Explosive and Hazardous Material**

- a. No use involving the manufacture or storage of petrochemical compounds or products which decompose by detonation shall be permitted, except that chlorates, perchlorates, phosphorous, and similar substances and compounds in quantities of one (1) gallon or less for use by industry, laboratories, biotechnology companies, or wholesalers may be permitted when approved by BEDC. The storage of all flammable liquids and materials, such as pyroxylin plastics, nitrocellulose film solvents, and petrochemical products for industrial purposes, shall be allowed only with the prior approval of the BEDC, and in full compliance with all applicable regulations and laws.

**8. Vibration**

- a. No use permitted under the terms of these covenants shall at any time create such earth- or air-borne vibration which, when measured at the property line boundary of the source of operation, exceeds the limits of the displacement set forth below:

Displacement Limits for Vibration

<u>b. Frequency Cycles per Second</u>	<u>Displacement in Inches</u>
0 to 10	.0010
10 to 20	.0007
20 to 30	.0005
30 to 40	.0004
40 and over	.0003

The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand, for operations causing vibration in the Industrial Park.

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9. **Portable Restrooms.** The use of portable restrooms is prohibited in the Park after a permanent Certificate of Occupancy has been issued by the City for the building on a tract.

**R. MAINTENANCE:**

Owners and occupants (including lessees) of any parcel of land in the Industrial Park shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Industrial Park so owned or occupied, including buildings, improvements, grounds or drainage easements, or other rights-of-way incident thereto, in a well-maintained, safe, secure, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

1. Prompt removal of all litter, trash, refuse, and wastes.
2. Lawn mowing on a regular basis.
3. Tree and shrub pruning.
4. Watering by means of an irrigation lawn sprinkler system or hand watering as needed.
5. Installing adequate exterior lighting and maintaining mechanical facilities in working order.
6. Keeping lawn and garden areas in good condition, and any adjoining railroad rights-of-way or drainage ditches free of weeds and refuse.
7. Removing and replacing any dead plant material.
8. Keeping vacant land well-maintained for a depth of at least fifteen (15) feet from a street and right-of-way, and the entire site free of trash and tall weeds.
9. Keeping parking areas, driveways, and roads in good repair.
10. Complying with all governmental health and police requirements.
11. Striping of parking areas and repairing of paved improvements and enclosures including fencing and gates.
12. Repair of exterior damages to improvements.

**S. ENFORCEMENT:**

1. If, in the opinion of the BEDC, the owner or occupant, as applicable, of any tract or parcel of land in the Industrial Park shall fail to keep the tract or parcel maintained in compliance with the above-listed minimum provisions, the owner or occupant shall be notified of the deficiency by the Board or the City. If within ten (10) days from such notice, remedial activities to correct the deficiency have not begun to restore the tract or parcel to a safe, clean, attractive, and lawful condition, BEDC and/or the City shall have the right to perform such necessary remedial activities. All cost and expense incurred thereby shall be reimbursed by the owner and/or occupant of the tract or parcel of land. If such owner and/or occupant shall fail to so reimburse BEDC within thirty (30) days from the receipt of any invoice

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covering such cost and expense, then such amount of cost and expense shall be a debt of such Owner and/or Occupant, shall bear interest at the highest maximum rate allowed by law, and shall attach to said parcel of land as a lien against same. If deemed appropriate for recoupment of costs expended by the City to eliminate nuisances threatening the public safety, the costs incurred may be added onto the City utility bills of the occupant causing the nuisance in the Park.

2. The BEDC may file suit in the appropriate court to enjoin any violation of these covenants, and may seek to have the court assess the maximum penalty allowed by law, per day, of violation.
3. All Landowners in the Industrial Park are required to fully comply with all applicable City of Bastrop Code of Ordinances, regulations and policies, and failure to do so will result in the City initiating enforcement action and seeking penalties, as set forth in the Code.
4. The City specifically retains the right to have the City exercise code enforcement activities in the Industrial Park, which may subject violators to fines and Municipal Court processes and penalties.

**T. VARIANCES:**

Upon either the request of a Landowner or the Board of Directors, the BEDC may grant variances to the strict application of these restrictions and covenants when it is found that such variances will not affect the overall intent of these restrictions and covenants and a variance will not cause injury or negative impact on adjacent landowners, lessees, or tenants, or the overall quality of the Industrial Park. Applications for variances must be filed with BEDC, and must detail what hardship(s) will result to applicant from the strict application of these restrictions and covenants, which hardship(s) shall not be solely 'economic' and shall not be self-inflicted by the applicant. The BEDC Board shall hold a public hearing on any requested variance, in accordance with the City of Bastrop notice and public hearing process and requirements. The decision of the BEDC on all variance requests shall be final, with no right of appeal to another body or entity.

**U. AMENDMENT OF COVENANTS:**

These covenants and restrictions may be unilaterally amended, from time to time, by BEDC, provided BEDC continues to retain ownership of at least fifty-one percent (51%) of the land area of the Industrial Park. After BEDC owns less than fifty-one percent (51%) of the land area in the Industrial Park, amendments to these covenants and restrictions may only be made by majority vote of the property owners in the Industrial Park, at a properly notified meeting called for the purpose of evaluating and acting on same.

SIXTH AMENDMENT TO THE  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
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Executed this 6th day of March, 2015

BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: Steve Mills  
Name: Steve Mills  
Title: Chair

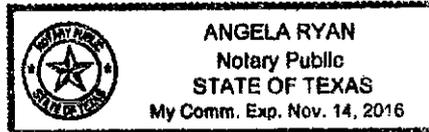
Exhibit A – Description of Property Subject to Declaration of Protective Covenants,  
Conditions, and Restrictions

Exhibit B – Map identifying Areas A and B, in the Park

THE STATE OF TEXAS

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§

COUNTY OF BASTROP



This instrument was acknowledged before me on this 6th day of March, 2015 by Steve Mills, Chair, Bastrop Economic Development Corporation, on behalf of said corporation.

Angela Ryan  
Notary Public, State of Texas

My Commission Expires: 11-14, 2016

**DALE L. OLSON**  
**REGISTERED PROFESSIONAL LAND SURVEYOR**  
**711 WATER STREET**  
**BASTROP, TEXAS 78602**  
**512 (321-5476)**

FIELD NOTES FOR A 265.403 ACRE TRACT IN THE BASTROP TOWN TRACT AND THE STEPHEN F. AUSTIN SURVEY, A-2, IN BASTROP COUNTY, TEXAS.

Being a 265.403 acre tract or parcel of land out of and being a part of the BASTROP TOWN TRACT, A-11, and the Stephen F. Austin Survey, A-2, in Bastrop County, Texas, and being a part of that certain 326 acre tract devised to Mrs. Mary Bell Turner Gore by will of Mrs. T. C. Osborn probated on June 22, 1955, and recorded in Vol. 4, Pg. 87, Probate Minutes of Bastrop County, and by will of Kathryn Belle Turner probated on November 19, 1963 recorded in Vol. 11, Pg. 280, Probate Minutes of Bastrop County, Texas. Herein described tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at a fence corner, the southeast corner of the before mentioned 326 acre tract, an inner corner of Tahitian Village, Unit 5, a Subdivision recorded in Plat Cabinet No. 1, Pg. 101A-106B, Bastrop County Plat Records, for the southeast corner of this tract.

THENCE with the south line of the said 326 acre tract, the north line of Tahitian Village, Unit 5, N 75 deg. 09 min. 31 sec. W, 3129.72 feet to a 1/2 inch iron rod found at a fence corner where same intersects the east line of the M. K. & T. Railroad, the northwest corner of Tahitian Village, Unit 5, for the southwest corner of this tract.

THENCE with the east line of the M. K. & T. Railroad, N 14 deg. 44 min. 00 sec. E, 3030.36 feet to a 5/8 inch iron rod set in the south line of the before mentioned Bastrop Town Tract, the north line of the Stephen F. Austin Survey, for an angle corner of this tract.

THENCE with the south line of the Bastrop Town Tract, the north line of the Stephen F. Austin Survey, N 75 deg. 16 min. 00 sec. W, 22.23 feet to a 5/8 inch iron rod set for an angle corner of this tract.

THENCE continuing with the east line of the M. K. & T. Railroad, N 14 deg. 44 min. 06 sec. E, 405.50 feet to a 5/8 inch iron rod set at a the beginning at a curve to the left.

THENCE continuing with the east line of the M. K. & T. Railroad right of way along a curve to the left whose radius is 2892.57 feet; whose central angle is 04 deg. 39 min. 28 sec.; whose long chord bears N 12 deg. 21 min. 38 sec. E, 235.08 feet; 235.15 feet along the arc to a 1/2 inch iron rod found where same intersects the south line of Mill Street, for the northwest corner of this tract.

THENCE with the south line of Mill Street, N 90 deg. 00 min. 00 sec. E, 419.87 feet to a 5/8 inch iron rod set where same intersects the center of Marion Street, for an angle corner of this tract.

THENCE with the center of Marion Street, S 00 deg. 04 min. 09 sec. W, 388.98 feet to a 5/8 inch iron rod set where same intersects the south line of South Street, for an interior corner of this tract.

THENCE with the south line of South Street, S 89 deg. 59 min. 21 sec. E, 1326.25 feet to a 1/2 inch iron rod found for the northwest corner of that certain lot or parcel described as Tract 2 in a Sheriff's Deed to T. C. Steiner recorded in Vol. 496, Pg. 754, Bastrop County Deed Records, for an angle corner of this tract. Said point being in the north line of Building Block No. 149, in said Town Tract.

THENCE with the west line of the Steiner lot, S 07 deg. 04 min. 48 sec. E, 155.50 feet to the southwest corner of same, a 1/2 inch iron rod found for an interior corner of this tract.

THENCE with the south line of the Steiner lot, S 83 deg. 32 min. 42 sec. E, 184.00 feet to the southeast corner of same, a 1/2 inch iron rod found in the west line of Clay Street, the east line of Building Block No. 149, for an interior corner of this tract.

THENCE with the west line of Clay Street, the east line of Building Block No. 149, the east line of the Steiner lot, N 00 deg. 00 min. 00 sec. E, 175.00 feet to a 1/2 inch iron rod found where same intersects the south line of South Street, for an angle corner of this tract. Said point being the northeast corner of Building Block No. 149.

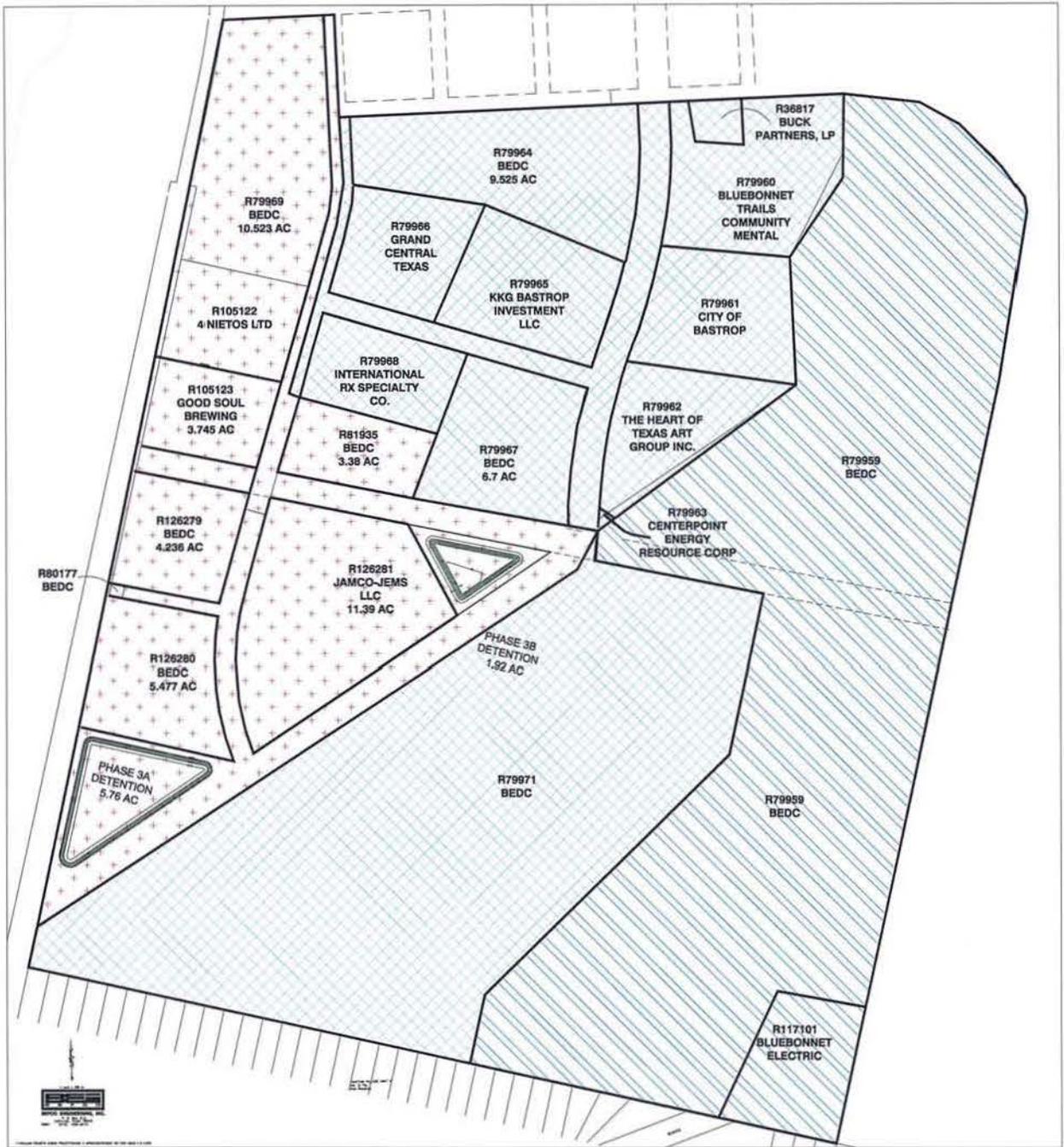
THENCE with the south line of South Street, N 90 deg. 00 min. 00 sec. E, 388.88 feet to a 5/8 inch iron rod set where same intersects the east line of Pitt Street for an angle corner of this tract. Said point being near an old fence corner and being the northwest corner of a small tract in Building Block No. 151 owned by the City of Bastrop.

THENCE with the average of an old crooked fence, S 81 deg. 11 min. 31 sec. E, 289.52 feet to a 60d nail set in a 12 inch elm fence angle; S 58 deg. 29 min. 43 sec. E, 172.65 feet to a 5/8 inch iron rod set; S 43 deg. 59 min. 09 sec. E, 184.11 feet to a 5/8 inch iron rod set; S 32 deg. 52 min. 20 sec. E, 185.20 feet to a 1/2 inch iron rod found at a fence corner; S 06 deg. 07 min. 52 sec. E, 55.19 feet to a 1/2 inch iron rod found at a fence corner, an angle corner of Pine Forest, Unit 6, a Subdivision as recorded in Plat Cabinet 1, Pg. 165B-172A, Bastrop County Plat Records for a northeast corner of this tract.

THENCE with the west line of Pine Forest, Unit 6, the east line of the said 326 acre tract, S 11 deg. 46 min. 12 sec. W, 646.55 feet to a concrete monument found; S 14 deg. 40 min. 06 sec. W, 2590.60 feet to a 1/2 inch iron rod found at the southwest corner of Pine Forest , Unit 6, an angle corner of Tahitian Village, Unit 5, for an angle corner of this tract.

THENCE continuing with the east line of the said 326 acre tract and an upper west line of Tahitian Village, Unit 5, S 14 deg. 48 min. 07 sec. W, 366.19 feet to the POINT OF BEGINNING, containing 265.403 acres of land.

Dale L. Olson  
Registered Professional  
Land Surveyor  
Reg. No. 1753



-  AREA "A"
-  AREA "B"
-  AREA "C"