

OAK VISTA SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS

9352

STATE OF TEXAS                   §  
                                     §     KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF BURNET           §

THAT WHEREAS, SAN LUIS COMPANY, a Texas Corporation, and HUMBERTO V. REYES of Bexar County, Texas, hereinafter called the Declarant, is the owner of all that certain real property located in Burnet County, Texas described as follows:

957.627 acres of land situated in a tract called 1100 acre in a conveyance from Jo Ann McDuff individually and as executrix of the estate of J. B. McDuff et al to San Luis Company and Humberto V. Reyes, Volume 279, Page 986-993 Deed Records and situated partly (635.786 acres) in the Eugenio Perez Survey No. 41, partly (155.36 acres in the L. W. Cavin Survey No. 1332, and partly (34.89 acres) in the William H. Magill Survey No. 42, Burnet County, Texas, more particularly described on Exhibit "A" attached hereto.

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WHEREAS, the Declarant will convey the above described property, subject to certain protective covenants, conditions, and restrictions, as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

1.

DEFINITIONS

(1) "Association" shall mean and refer to OAK VISTA PROPERTY OWNERS ASSOCIATION, and its successors and assigns.

(2) "Lot" shall mean any platted lot as shown in the plat of OAK VISTA SUBDIVISION, to be recorded in the Map and Plat Records of Burnet County,

Texas, or any platted lot as shown in the plat of any subdivision hereinafter created from any platted lot within OAK VISTA SUBDIVISION.

(3) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(4) "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

(5) "Declarant" shall mean and refer to SAN LUIS COMPANY, a Texas Corporation, and Humberto V. Reyes, and their successors and assigns.

## II.

### MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be members of the Association; provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and the mere acquisition of any Lot will signify that this Declaration is accepted, ratified, and will be complied with.

## III.

### VOTING RIGHTS

Each member of Association shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members, provided however, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

## IV.

### POWER AND DUTIES OF THE ASSOCIATION

OAK VISTA PROPERTY OWNERS ASSOCIATION shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable: provided however, nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

(1) The Association is charged with the duty and responsibility of maintaining all roads within the Subdivision as shown on the Subdivision Plat for Oak Vista Subdivision of record in the office of the County Clerk of Burnet County, Texas, until such time as said road shall be dedicated to the County of Burnet, Texas, and the County of Burnet, Texas, does undertake and assume responsibility for the maintenance of said roads.

(2) To enforce this Declaration either in its own name or in the name of any owner within the subdivision. Provided however, this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the property owners, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided.

(3) To borrow money by and through the Board of Directors, provided the borrowing of funds is approved and sanctioned by a two-thirds vote of the membership at a meeting called for the purpose of such determination.

(4) The Association shall have the right to expend its funds for any of the above-mentioned purposes and for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the property owners in the OAK VISTA SUBDIVISION.

## V.

### COVENANT FOR MAINTENANCE ASSESSMENTS

(1) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was

the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(2) Uniform Rate. The annual assessments shall be fixed at a uniform rate for all Lots as determined by the Board of Directors, and shall be collected on an annual basis.

(3) Commencement and Due Date of Annual Assessments. The annual assessment shall commence upon the determination of The Board Directors that said funds are necessary for exercising the powers and duties of conferred upon the association by Article IV hereof. The Board of Directors shall fix the amount of each such annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every owner subject hereto by the Board of Directors.

(4) Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any Subdivision road or to preclude the foreclosure of any property upon said roads are situated provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

(5) Notice & Quorum for Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(6) Non-payment of Assessments - Remedies of the Association. Assessments shall be due and payable on a date established by the Board of Directors in any calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the highest rate allowed by

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law, and the Association may bring on action at law against the owner personally obligated to pay the assessment, and the interest, costs, and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment and to foreclose the lien against each Lot retained herein. Any Owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

(7) Purposes of Assessments. Annual assessment and special assessments shall be assessed for the purpose of providing maintenance and capital improvements to the roads within the Subdivision providing access to each Lot until such time as the County of Burnet, Texas, both accepts the dedication of such roads and agrees to fully maintain them, and for the further purpose of preventing any foreclosure of any Property upon which such roads are situated, enforcing these covenants, conditions, and restrictions, maintaining the Association, and exercising those powers and duties conferred upon the Association by Article IV above. The Association may collect funds for this purpose by creating a sinking or contingency fund from annual assessments, or may secure said funds by special assessment, or through the combination thereof.

#### VI.

##### TEMPORARY MANAGEMENT BY DECLARANT

Prior to the sale of fifty (50) subdivision Lots, Declarant shall have the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association in the same way and manner as through all of such powers and duties had been reserved to the Declarant alone.

#### VII.

##### PROPERTY RIGHTS

Owner's Easements of Use. Every owner shall have an easement of use for himself, his, successors and assigns, and their invitees, in, over, across and through Subdivision roads shown on the Subdivision Plat constructed by the Declarant for the purposes of providing vehicular and pedestrian ingress and egress to each Lot. Declarant shall dedicate said roads to the public and said easement is granted until such time as the County of Burnet, Texas, accepts such dedication.

VIII.

USE RESTRICTIONS

1. All Lots shall be used for residential purposes only, and no dwelling shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling, except on Lots 74 through 79, inclusive, two family dwellings (duplex) may be erected. On Lots 1 through 27, inclusive, 46 through 54, inclusive, and 80 through 99, inclusive, all dwellings shall contain a minimum of 1100 square feet of floor space, exclusive of open porches, breezeways, carports and garages. On Lots 74 through 79, inclusive, all single family dwellings shall contain a minimum of 1100 square feet of floor space, exclusive of open porches, breezeways, carports and garages. All two-family dwellings (duplex) shall contain a minimum of 1750 square feet of floor space, exclusive of open porches, breezeways, carports and garages. A prefabricated structure or modular homes of the size indicated and having a minimum width of 24 feet may be considered a single family dwelling and may be situated on the above Lots.

On Lots 28 through 45, inclusive, and Lots 56 through 73, inclusive, no dwelling shall be erected, altered, placed or permitted to remain on said Lots other than a single family dwelling containing a minimum of 840 square feet of floor space, exclusive of open porches, breezeways, carports and garages. A prefabricated structure or mobile home may be considered a single family dwelling and may be situated on Lots 28 through 45, inclusive, and Lots 56 through 73, inclusive. All mobile homes must be completely enclosed from ground level to the lower portion of the outside walls so as to maintain a neat appearance and all posts, piers or wheels must be covered so as to prevent any view from the outside or exterior of same within sixty (60) days after the mobile home is placed upon the property. No more than one mobile home may be placed on a Lot or resubdivided portion thereof.

2. No Lot may be resubdivided into parcels smaller than one (1) acre each. Any such resubdivision must have the approval of the Declarant in writing and the resubdivision must be designed in such a way as to allow for the minimum set back lines and other such restrictions and conditions as are contained herein. Any resubdivision of this property shall conform to the rules of Burnet County, Texas for private sewer facilities.

3. No building shall be located nearer than 50 feet to a front Lot line or nearer than 50 feet to any side street Lot line. No building shall be located nearer than 25 feet to any Lot line. No accessory building shall be

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located nearer then 50 feet from the front property line and no residence structure shall be located nearer than 25 feet to the rear Lot line.

Access to public streets or throughfares from all residential Lots in the Subdivision will be by way of or onto the roads or streets constructed within the Subdivision.

4. No unlawful, obnoxious or offensive actively shall be conducted upon a Lot.

5. No trash, ashes, vegetation or other refuse may be thrown or dumped on any of the Lots in said Subdivision. Trash, garbage and any other waste shall be kept in covered containers.

6. No animal may be raised kept or bred for commercial purposes on any Lot. All domestic animals shall be contained within the boundaries of the property of the owner; any such animal declared a nuisance by ten (10) or more of the property owners shall be removed and disposed of in a humane and expeditious manner. No livestock or fowl shall be raised, kept or bred on any Lot except that there may be one (1) animal unit for each acre in excess of two (2) acres, with a fraction of an acre to be considered as a full acre. (E.g., on 2.0 acres no animal unit allowed; on 2.5 acres one (1) animal unit allowed; on 3.2 acres two (2) animal units allowed). For the purpose hereof, one (1) animal unit shall mean either one (1) horse, one (1) cow (with calf), or three (3) sheep or goats, but no swine.

7. No outside toilet shall be installed, maintained or kept on the premises at any time, and all plumbing shall be connected to an approved septic system.

8. No auto repair work which requires more than one (1) day to complete will be allowed in a driveway or yard of any Lot where the driveway or yard is either at the front of the residence or at the side of the residence on corner Lots.

Abandoned motor vehicles shall not be kept on any portion of the premises. A motor vehicle shall be deemed to be abandoned if it is not in a condition to be driven by its own power with normal accessories and stays in such condition for 30 days or more. This restriction shall not apply to motor vehicles stored in a fully enclosed garage or building.

9. No signs except nameplates of occupants shall be displayed to the public view on any Lot, except one (1) professional building sign of not more than 2 square feet or one (1) sign of not more than five (5) square feet advertising the property for sale or rent when such is the case.

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10. Oil, gas or other mineral exploration or operation shall not be permitted on said property. Oil, gas or other mineral receptacles or tunnels, pipelines or mining equipment shall not be permitted on said property nor shall quarrying or mining operations of any kind be permitted.

11. There is hereby reserved an easement or right-of-way over a strip along the front, side and rear boundary of the Lot or Lots, 15 feet in width, for the purpose of installation or maintenance of utilities by private or public authority or public utility company. This same easement or right-of-way shall apply to any future Lots that may be platted as a result of any resubdivision.

IX.

SEVERABILITY

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

X.

DURATION AND AMENDMENT

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any Lot subject to these Declarations, their heirs and successors and assigns, and shall additionally inure to the benefit of and be enforceable by the County of Burnet Texas, which has approved these Declarations, for a term of twenty (20) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years. Except as hereinabove expressly provided, the provisions hereof may be amended during the first twenty (20) year period only by an instrument signed by not less than seventy-five percent (75%) of the Lot owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot owners. Any amendment must be properly recorded. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration any time prior to the time it has conveyed fifty percent (50%) of the Lots in said Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has herein, has hereunto caused this instrument to be executed this 11.5th day of November, 1983.

SAN LUIS COMPANY, INC.

By: Humberto V. Reyes  
President/Vice-President

Humberto V. Reyes  
HUMBERTO V. REYES

STATE OF TEXAS

COUNTY OF Brewer

This instrument was acknowledged before me on the 11-1 day of November, 1983, by Humberto V. Reyes, of SAN LUIS COMPANY, a Texas corporation, on behalf of said corporation.



Theresa L. Lehn  
Notary Public, State of Texas

My commission expires: 1-4-84

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STATE OF TEXAS

COUNTY OF Brewer

This instrument was acknowledged before me on the 1-4 day of January, 1983, by UMBERTO V. REYES.



Theresa L. Lehn  
Notary Public, State of Texas

My commission expires: 1-4-84

RECORDER'S MEMORANDUM:  
All or parts of the text on  
this page were not clearly  
legible for satisfactory  
recording.

FIELD NOTES describing 957.627 acres of land situated in a tract called 1100.00 acres in a conveyance from Jo Ann McDuff, Individually and as Executrix of the Estate of J. B. McDuff, et al, to San Luis Company and Humberto V. Reyes, volume 279, pages 986-993 deed records, and situated partly (629.737 acres) in the Eugenio Perez Survey No. 41, partly (155.36 acres) in the L. W. Cavin Survey No. 1336, partly (137.64 acres) in the J. R. Cavin Survey No. 1332, and partly (34.89 acres) in the William H. Magill Survey No. 42, Burnet County, Texas, and described by metes and bounds as follows:

BEGINNING at the point of intersection of the south line of the called 1100.00 acre tract with the northwest right-of-way of U.S. Highway No. 281;

THENCE N 70° 16' W 500.0 feet and S 78° 36' W 8482.90 feet to a fence corner marking the southwest corner of this tract, the southwest corner of the called 1100.00 acre tract;

THENCE with a fence along the following:

N 11° 54' 15" W 217.43 feet,  
N 10° 22' 30" W 166.97 feet,  
N 62° 02' 15" E 859.33 feet,  
N 56° 51' 15" E 48.12 feet,  
N 18° 51' 30" E 18.73 feet,  
N 3° 50' 00" W 24.23 feet to a fence corner marking the southeast corner of the Alexander H. Porter Survey No. 10;  
N 13° 03' 30" W 1227.80 feet,  
N 12° 45' 45" W 905.99 feet and N 13° 48' 30" W 878.82 feet to a fence corner

marking the westmost northwest corner of this tract, the northwest corner of the L. W. Cavin Survey No. 1336;

THENCE with a fence along the following:

N 77° 14' 45" E 388.21 feet and N 77° 19' 52" E 2178.02 feet to a re-entrant corner of this tract;

THENCE with a fence along the following:

N 2° 32' 30" W 497.02 feet,  
N 46° 45' 05" W 1902.75 feet,  
N 0° 04' 25" W 493.69 feet,  
N 13° 03' 00" E 493.51 feet,  
N 77° 03' 45" E 646.17 feet and N 12° 47' 30" W 480.77 feet to a fence corner marking the northmost northwest corner of this tract;

THENCE with a fence along the following:

N 77° 13' 25" E 905.46 feet,  
N 77° 37' 08" E 350.03 feet,  
N 77° 29' 29" E 350.02 feet,  
N 77° 28' 53" E 350.02 feet,  
N 77° 33' 36" E 350.02 feet,  
N 77° 24' 46" E 859.21 feet and N 77° 13' 55" E 1279.2 feet to a fence corner

marking the northeast corner of this tract;

THENCE with a fence along the following:

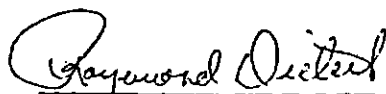
S 13° 42' 30" E 1141.45 feet,  
S 13° 04' 00" E 303.65 feet,  
S 13° 24' 06" E 1400.00 feet,  
S 12° 46' 52" E 700.01 feet and S 12° 47' 22" E 970.01 feet to a re-entrant corner of the called 1100.00 acre tract;

THENCE S 76° 53' 30" W 850.0 feet;

THENCE S 13° 06' 30" E 2586.21 feet, 240.48 feet along the arc of a curve to the left with a radius of 156.05 feet, N 78° 36' E 1258.09 feet and S 70° 16' E 513.93 feet to a point marking the eastmost northeast corner of this tract situated in the northwest right-of-way of U.S. Highway No. 281;

THENCE with the northwest right-of-way of U.S. Highway No. 281, S 19° 44' W 50.0 feet to the PLACE OF BEGINNING and containing 957.627 acres of land.

I hereby certify this survey was made under my supervision in August, September and October, 1983.



Raymond Dietert, R.P.S. 1868

FILED FOR RECORD 2nd DAY OF DECEMBER, A.D., 1983, AT 11:03 O'CLOCK AM.  
RECORDED THIS THE 5TH DAY OF DECEMBER, A.D., 1983, AT 9:17 O'CLOCK AM.  
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: M. J. Williams DEPUTY.

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OAK VISTA SUBDIVISION  
FIRST AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS                   §  
                                           §    KNOW ALL MEN BY THESE PRESENTS  
 COUNTY OF BURNET               §

WHEREAS, SAN LUIS COMPANY, a Texas Corporation, and HUMBERTO V. REYES of Bexar County, Texas, Declarant, did declare the hereafter described property to be subject to certain protective covenants, conditions, and restrictions, in that Declaration of Covenants, Conditions, and Restrictions (Declaration) of record in Volume 318, Page 629, Deed Records of Burnet County, Texas, which Declaration pertains to the following described real property, to-wit:

957.627 acres of land situated in a tract called 1100 acre in a conveyance from Jo Ann McDuff et al to San Luis Company and Humberto V. Reyes, Volume 279, Page 986-993 Deed Records and situated partly (635.786 acres) in the Eugenio Perez Survey No. 41, partly (155.36 acres) in the L. W. Cavin Survey No. 1332, and partly (34.89 acres) in the William H. Magill Survey No. 42, Burnet County, Texas, more particularly described on Exhibit "A" attached hereto.

WHEREAS, the preservation of the value and desirability of said real property requires an amendment to said Declaration;

NOW, THEREFORE, Declarant does file this First Amendment to Declaration of Covenants, Conditions, and Restrictions, hereby amending said Declaration as hereinafter stated:

I.

Article VIII, Paragraph 1 is hereby amended by deleting it in its entirety, and substituting therefor the following Paragraph, to-wit:

1. All Lots shall be used for residential purposes only, and no dwelling shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling, except on Lots 74 through 79, inclusive, two family dwellings (duplex) may be erected: On Lots 1 through 54, inclusive, Lots 56 through 73, inclusive, and 80 through 99, inclusive, all dwellings shall contain a minimum of 1100 square feet of floor space, exclusive of open porches, breezeways, carports and garages. On Lots 74 through 79, inclusive, all single family dwellings shall contain a minimum of 1100 square feet of floor space, exclusive of open porches, breezeways, carports and garages, and all two-family dwellings (duplex) shall contain a minimum of 1750 square feet of floor space, exclusive of open porches, breezeways, carports and garages.

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II.

All other terms, conditions, and provisions of said Declaration are hereby ratified and affirmed, and carried forward as of the effective date of said Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has herein, has hereunto caused this instrument to be executed this 20th day of FEBRUARY, 1984.

SAN LUIS COMPANY, INC.

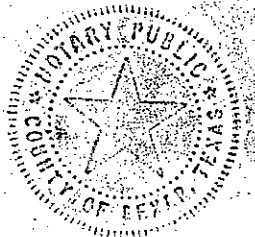
By: *San Luis Company, Inc.*  
President/Vice President

*Humberto V. Reyes*  
HUMBERTO V. REYES

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 20th day of February, 1984, by Humberto V. Reyes, of SAN LUIS COMPANY, a Texas Corporation, on behalf of said corporation.



*Kelley Williams*  
Notary Public, State of Texas

My commission expires: 1/09/88

Kelley Williams  
Notary's Printed Name

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 20th day of February, 1984, by HUMBERTO V. REYES.



*Kelley Williams*  
Notary Public, State of Texas

My commission expires: 1/09/88

Kelley Williams  
Notary's Printed Name

FILED FOR RECORD 23 DAY OF FEBRUARY, A.D., 1984, AT 11:15 O'CLOCK 2 M.  
RECORDED THIS THE 23RD DAY OF FEBRUARY, A.D., 1984, AT 2:05 O'CLOCK P M.  
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: *Martha Williams* DEPUTY.

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**RECORDING  
OF**

**INSTRUMENT NUMBER ONE**

**Ordinance of the City of Burnet  
Approving  
Amendment of Restrictive Covenants of Oak Vista Subdivision  
Amendment of Plat and Replatting of Oak Vista Subdivision**

**INSTRUMENT NUMBER TWO**

**Second Amendment to Declaration of Covenants, Conditions  
and Restrictions and Restatement of Original Declaration of  
Covenants, Conditions and Restrictions, as Amended**

Vol. 571, p. 465

ORDINANCE NO. 93-8

**AN ORDINANCE APPROVING AMENDMENT OF RESTRICTIVE COVENANTS; APPROVING AND AUTHORIZING AMENDMENT OF THE PLAT AND THE REPLATTING OF THE OAK VISTA SUBDIVISION; MAKING FINDINGS OF FACT; AND PROVIDING OTHER PROVISIONS.**

**WHEREAS**, a predecessor in title to Oak Vista, Inc. platted and filed a plat of the Oak Vista Subdivision of record in the real property records of Burnet County, Texas; and

**WHEREAS**, a predecessor in title to Oak Vista, Inc. recorded restrictive covenants applicable to the Oak Vista Subdivision, which covenants reserved the right and option for the owners of seventy five percent (75%) of the lots in the Oak Vista Subdivision to amend the restrictive covenants and, subject to the approval of the proper governing body, to amend the plat and to replat Oak Vista Subdivision; and

**WHEREAS**, the restrictive covenants have been amended by the written action and consent of the owners of seventy five percent (75%), or more, of the lots in the Oak Vista Subdivision and Oak Vista, Inc. has presented a petition to the City requesting the City to approve the amended covenants and the replat of the Oak Vista Subdivision; and

**WHEREAS**, as amended the restrictive covenants provide, in part, that Oak Vista Subdivision may be replatted and that property within the subdivision may be used by governmental entities and/or for governmental purposes; and

**WHEREAS**, Oak Vista, Inc. has petitioned the City to authorize and approve an amendment of the plat of Oak Vista Subdivision to replat part of the subdivision into one lot containing 178 acres, more or less, as described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

**WHEREAS**, on Monday, August 2, 1993, the Planning and Zoning Commission considered and approved the amendments to the restrictive covenants and the replat of Oak Vista Subdivision as such amendments are referenced and described above; and

**WHEREAS**, it is in the best public interest of the citizens of the City of Burnet to approve the amendment of both the restrictive covenants and the subdivision plat for the Oak Vista Subdivision.



Willis and Associates  
LAND SURVEYORS AND PLANNERS  
410 MAIN • MARBLE FALLS, TEXAS • 75661  
(817) 693-3866 FAX (817) 693-3442

Page 2 of 3 - 178.666 Acres

THENCE leaving the North right-of-way line of said Soenic Oaks Drive and the South line of said Tract No. 68 with the West line hereof North 13 degrees 01 minutes 53 seconds West, at a distance of 1198.90 feet pass a 1/2" steel stake found on line for the Southeast corner of that certain Tract No. 72 of said Oak Vista Subdivision and the Southwest corner of said Tract No. 61, at a distance of 1698.89 feet pass a 1/2" steel stake found on line for the common corner of said Tract Nos. 63, 64, 72 and that certain Tract No. 73 of said Oak Vista Subdivision, at a distance of 2198.71 feet pass a 1/2" steel stake found on line in the South line of said Tract No. 59 for the Northeast corner of said Tract No. 73 and the Northwest corner of said Tract No. 63, in all a total distance of 3378.75 feet to a 1/2" steel stake set in the South right-of-way line of said Oak Vista Drive and the North line of said Tract No. 59 for the Northwest corner hereof, from which a 1/2" steel stake found for the Northeast corner of that certain Tract No. 68 of said Oak Vista Subdivision and the Northwest corner of said Tract No. 59 bears South 76 degrees 51 minutes 56 seconds West, a distance of 331.30 feet;

THENCE with the South right-of-way line of said Oak Vista Drive, the North line of said Tract Nos. 59 and 60, and the North line hereof North 76 degrees 51 minutes 56 seconds East, at a distance of 178.55 feet pass a 1/2" steel stake found on line for the Northeast corner of said Tract No. 59 and the Northwest corner of said Tract No. 60, in all a total distance of 698.67 feet to a 1/2" steel stake found therein for the Northeast corner of said Tract No. 60, the Northwest corner of said Tract No. 61 and a P. C. of a curve to the right;

THENCE leaving the South right-of-way line of said Oak Vista Drive and continuing with the North line hereof North 76 degrees 32 minutes 08 seconds East, a distance of 1690.03 feet to a 1/2" steel stake set in a fence for the West line of that certain 198.373 acre tract of land described in a release of lien by the Resolution Trust Corporation as recorded in Volume 514, Page 704-707 of the Burnet County Real Property Records, Burnet County, Texas and the East line of said Tract No. 44 for the Northeast corner hereof, from which a 1/2" steel stake found for the most Easterly corner of said Tract No. 43 and the most Northerly corner of said Tract No. 44 bears North 13 degrees 43 minutes 22 seconds West, a distance of 681.20 feet;

THENCE with the West line of said 198.373 acre tract, the East line of said Oak Vista Subdivision and the East line hereof with (2) calls as follows: South 13 degrees 43 minutes 22 seconds East, a distance of 132.96 feet to a 1/2" steel stake found therein for the Southeast corner of said Tract No. 44, the Northeast corner of said Tract No. 45 and an angle point hereof;

THENCE South 13 degrees 54 minutes 46 seconds East, a distance of 336.76 feet to a 60 D nail found in the side of a fence corner post for the Southwest corner of said 198.373 acre tract, the Northwest corner of that certain 258.6 acre tract of land known as Tract "A" as conveyed by Mrs. A. D. Houy et al. to Houston Clinton and Ramsey Clinton d/b/a Houston Clinton & Company, recorded in Volume 152, Pages 41-46 of the Burnet County Deed Records. Burnet

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Willis and Associates  
LAND SURVEYORS AND PLANNERS  
810 MAIN • MARBLE FALLS, TEXAS • 75664  
(214) 618-8555 FAX (214) 612-8553

Page 3 of 3 - 178.686 Acres

THENCE South 12 degrees 48 minutes 54 seconds East, a distance of 524.63 feet to a 1/2" steel stake set in the West line of said 258.6 acre tract and the East line of said Tract No. 53 for the Southeast corner hereof;

THENCE leaving the West line of said 258.6 acre tract and the East line of said Tract No. 53 with the South line hereof with (2) calls as follows: South 76 degrees 52 minutes 35 seconds West, at a distance of 852.58 feet pass a 1/2" steel stake set on line and being in the West line of said Tract No. 53 and the East right-of-way line of said Oak Vista Drive, crossing said Oak Vista Drive and with the South line of said Tract No. 66 at a distance of 1462.04 feet pass a 1/2" steel stake found on line for the Southwest corner of said Tract No. 66 and the Southeast corner of said Tract No. 67, in all a total distance of 2022.10 feet a 1/2" steel stake found for the Southwest corner of said Tract No. 67, the Southeast corner of said Tract No. 68 and an angle point hereof;

THENCE South 76 degrees 54 minutes 09 seconds West, a distance of 280.33 feet to the PLACE OF BEGINNING containing 7783541 square feet or 178.686 acres.

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NOTE:  
THE PROPERTY SHOWN HEREON DOES  
LIE WITHIN ZONE X, DETERMINED TO BE  
OUTSIDE OF THE 100-YEAR FLOODPLAIN  
AS SHOWN ON THE CITY OF BURKET  
FLOOD INSURANCE RATE MAP  
COMMUNITY PANEL NO. 40095 023 C  
DATED NOVEMBER 14, 1990.



I HEREBY CERTIFY THAT THE FIELD NOTES HEREON REPRESENT THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS SHOWN HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF THE CITY OF BURKET.

*Donald Sherman*  
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1277

DATE 5/12/91

JOB NO. - 6121

OPPYCU - B. BURTON

PRUD. D. CLARK

EXHIBIT "B"

OAK VISTA SUBDIVISION  
SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
RESTATEMENT OF ORIGINAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AS AMENDED

STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BURNET )

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WHEREAS, the San Luis Company and Humberto V. Reyes having sold and conveyed all of their interest in property described below to OAK VISTA, INC., a Texas Corporation, of Burnet County, Texas, hereinafter called the Declarant, the San Luis Company and Humberto V. Reyes did declare the hereafter described property to be subject to certain protective Covenants, Conditions, and Restrictions of record in Volume 318, Page 629, of the Deed Records of Burnet County, Texas, and the First Amendment To Declaration of Covenants, Conditions, and Restrictions of record in Volume 321, Page 989 of the Deed Records of Burnet County, Texas, which declaration and the first amendment pertains to the following described property to-wit:

957.627 acres of land situated in a tract called 1100 acres in a conveyance from Jo Ann McDuff et al to San Luis Company and Humberto V. Reyes, recorded in Volume 279, Page 986-993 Deed Records of Burnet County, Texas and situated partly (635.786 acres) in the Eugenio Perez Survey No. 41, partly (155.36) in L. W. Cavin Survey No. 1332, and partly (34.89 acres) in the William H. Magill Survey No. 42, Burnet County, Texas more particularly described in Exhibit "A" of the declaration recorded in Volume 318, Page 629 of the Deed Records of Burnet County, Texas, to which reference is here made and as shown in a plat of record in cabinet 1, slide 183 C and D and slide 184 A and B of the Plat Records of Burnet County, Texas;

WHEREAS, the Oak Vista, Inc. is the owner of Sixty Five (65) or more lots as originally platted in cabinet 1, slide 183 C&D of the Plat Records of Burnet County, Texas;

WHEREAS, the undersigned Oak Vista, Inc. and the undersigned property owners are the owners of Seventy Five (75) or more lots as originally platted in cabinet 1, slide 183 C&D of the Plat Records of Burnet County, Texas;

WHEREAS, Oak Vista, Inc. and the undersigned property owners are the owners of over Seventy Five per cent (75%) of the total number of lots in the subdivision;

WHEREAS, due to changing conditions, the creation of a golf course, the need to clarify the construction of manufactured homes, and make other need changes and clarifications;

WHEREAS, due to the prior amendment and the numerous amendments contain herein to keep parties from having to refer to three different instruments the original declaration and all such amendments need to be restated in one instrument;

NOW, THEREFORE, Declarant does file this Second Amendment to the Declaration of Covenants, Conditions and Restrictions, and as amended by the First Amendment to Declaration of Covenants conditions and Restrictions, hereby amending said Declaration as follows:

Article I is amended by deleting section (5) and adding a new section (5) and by adding two new sections (6) and (7);

Article III is amended by deleting it in its entirety and substituting a new provision;

Article IV is amended by adding a new sentence to section 4.

Article VI is amended by adding a date when temporary management will end.

Article VII is amended by providing a manner in which subdivision roads are changed.

Article VIII is amended by deleting it in its entirety and substituting a new provision;

Article V is amended by adding a new section (8) and (9);

Two new Articles numbers XI and XII are added; and

In addition certain cosmetic and style changes have been made to make the instrument more uniform and readable. The above listing of changes is for convenience only and the omission of a change shall not invalidate this declaration or any such omitted changes

NOW, THEREFORE, Declarant does file this Second Amendment to the Declaration of Covenants, Conditions and Restrictions, and as amended by the First Amendment to Declaration of Covenants conditions and Restrictions, hereby amending said Declaration as described above and restating both the original Declaration of Covenants, Conditions and Restrictions together with the Second Amendment and this amendment in one instrument as follows:

#### **ARTICLE I. DEFINITIONS**

**Section 1. Association.** Association shall mean and refer to OAK VISTA PROPERTY OWNERS ASSOCIATION, its successors and assigns.

**Section 2. Lot.** Lot shall mean any platted lot as shown in the plat of OAK VISTA SUBDIVISION, to be recorded in Map and Plat Records of Burnet County, Texas, or any platted lot as shown in the plat of any subdivision hereinafter created from any platted lot within OAK VISTA SUBDIVISION.

**Section 3. Member.** Member shall mean and refer to every person or entity who holds membership in the Association.

**Section 4. Owner.** Owner shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

**Section 5. Declarant.** Declarant shall mean and refer to Oak Vista, Inc. its successors and assigns.

**Section 6. Architectural Control Committee.** Architectural Control Committee may sometimes be referred to herein as ACC and Shall refer to the ACC initially appointed by Declarant and at a later date elected by the members as provided herein.

**Section 7. Property.** Property shall mean and refer to that certain real estate herein before described, or any other property subject to this declaration and a part of this Subdivision by the Declarant or its successor and assigns.

### ARTICLE III VOTING RIGHTS

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**1. Voting Rights in the Association.** Each Member of the Association shall be entitled to one vote for each lot in which he holds the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members, provided however, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Members may cast fractional votes. Ownership shall be determined as provided in Section 2 of this Article.

**2. Determining Ownership and Voting Rights.** Ownership and the number of votes an owner may cast, in voting in ACC elections, in voting as a member in Association elections and for any other votes provided for in this declaration shall be calculated as provided herein. Each lot owner shall be entitled to join in and execute an instrument to amend this Declaration as provided in Article X. To determine if seventy five (75%) per cent of the lot owners have joined in such amendment the following rules will apply:

a) The record owner of a fee interest in any lot subject to this declaration may join in the execution of an amendment to this Declaration or vote as a member of the association or vote in the election of the ACC.

b) In the event that more than one person is the record owner of a fee interest then all such persons must join in the execution of such amendment for the entire lot or lots to be counted as joining in such amendment, or

to count as one whole vote in an election. However, the owners may be counted as a fractional interest or vote, as provided in the following subsection.

c) In the event that only part of the record owners join in the execution of such amendment or vote in an election only the fractional ownership of such lot or lots as reflected by the deed of record in the County Clerk's Office of Burnet County, Texas, shall be counted towards the seventy five per cent amount needed to amend or only a fractional vote will be counted. If the deed does not reflect the actual fractional ownership it will be presumed for these purposes that each party shown on the deed owns an equal amount, this shall be true notwithstanding any unrecorded agreements otherwise.

3. **Subdivided Lots.** Subdivided lots for both voting as a member or for amendment of this declaration shall count as one lot. To be a valid "subdivided lot or lots" such subdivision must have been approved by the ACC, all necessary governmental authorities and recorded properly in the County Clerk's Office of Burnet County, Texas, for 180 days prior to such vote or amendment. Lots which are divided by metes and bounds and not by a platted resubdivision will not be considered as a "Subdivided lot or lots" for voting as a member or for amendment of this declaration, but will be considered a single lot with more than one owner. The subdivision of lots 89 and 90 are hereby approved. Those part lots, if any, left over under Article VIII, 1., be shall be counted as a whole or complete lot.

#### ARTICLE IV. POWER AND DUTIES OF THE ASSOCIATION

OAK VISTA PROPERTY OWNERS ASSOCIATION shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable: provided however, nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

1. **Roads.** The Association is charged with the duty and responsibility of maintaining all roads within the Subdivision as shown on the Subdivision Plat or any Resubdivision Plats for Oak Vista Subdivision of record in the office of County Clerk of Burnet County, Texas, until such time as said road shall be dedicated to the County of Burnet, Texas, and the County of Burnet, or the City of Burnet the proper governmental authority does undertake and assume responsibility for the maintenance of said roads. In addition the Association shall maintain any and all golf cart paths or hike and bike trails that may be created.

2. **Enforcement.** To enforce this Declaration either in its own name or in the name of any owner within the Subdivision. Provided however, this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the property owners, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided.

3. **Borrowing.** To borrow money by and through the Board of Directors, provided the borrowing of funds is approved and sanctioned by a two thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

4. **Expenditures.** The Association shall have the right to expend its funds for any of the above mentioned purposes and for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the property owners in the Oak Vista Subdivision. This shall include the ownership of land and the operation of recreational facilities.

#### ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; a) annual assessments or charges, and b) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. **Uniform Rate.** The annual assessments shall be fixed at a uniform rate for all lots as determined by the Board of Directors, and shall be collected on an annual basis.

3. **Commencement and Due Date of Annual Assessments.** The annual assessment shall commence upon the determination of the Board of Directors that said funds are necessary for exercising the powers and duties of conferred upon the association by Article IV hereof. The Board of Directors shall fix the amount of each such annual assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every owner subject hereto by the Board of Directors.

4. **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any Subdivision road or easement to preclude the foreclosure of any property upon which said roads are situated provide that any such assessment shall have the assent of two thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting dully called for this purpose.

5. **Notice and Quorum for any Action Authorized Under Article V.** Written notice of any meeting called for the purpose of taking any action authorized under Article V shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half (1/2)

of the required quorum at the preceding meeting, being twelve and one half per cent (12.5%). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. **Non Payment of Assessments - Remedies of the Association.** Assessments shall be due and payable on a date established by the Board of Directors in any calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the highest rate allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the assessment, and the interest, costs, and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment and to foreclose the lien against each lot retained herein. Any Owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

7. **Purposes of Assessments.** Annual assessment and special assessments shall be assessed for the purpose of providing maintenance and capital improvements to the roads and easements within the subdivision providing access to each lot until such time as the County of Burnet, or City of Burnet, Texas, both accepts the dedication of such roads and agree to fully maintain them; for the further purpose of preventing any foreclosure of any Property upon which such roads are situated; enforcing these covenants, conditions, and restrictions; maintaining the Association; and exercising those powers and duties conferred upon the Association By Article IV above and this declaration. The Association may collect funds for this purpose by creating a sinking or contingency fund from annual assessments, or may secure said funds by special assessment, or through the combination thereof.

8. **Subordination of Assessment Liens:** The annual assessment lien and special assessment lien provided for herein shall be subordinated to and shall be secondary and inferior to all other prior or subsequent voluntary liens established on said property by means of a Deed Trust or Builder's and Mechanic's Lien Contract. The assessment liens shall not be subordinated to any tax liens, judgment liens or other similar non-voluntary liens.

9. **Subordination to the Veterans Land Board of the State of Texas:** The annual assessment and special assessment liens provided for herein shall not apply to land held by the Veterans Land Board of the State of Texas. The assessment shall be considered a personal obligation of the contract holder. When the Veterans Land Board no longer has any interest in the land, the annual assessment lien and special assessment liens provided for herein shall once again apply in full force and effect, including any past due assessments accrued under the name of the contract holder when such contract holder or his heirs or assigns acquire fee simple title to the property.

#### ARTICLE VI. TEMPORARY MANAGEMENT BY DECLARANT

Prior to December 31, 2000, Declarant shall have the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association in the same way and manner as though all of such powers and duties had been reserved to the Declarant alone.

**ARTICLE VII.  
PROPERTY RIGHTS**

Every owner shall have an easement of use for himself, his successors and assigns, and their invitees, in, over, across and through Subdivision roads shown on the Subdivision Plat constructed by the Declarant for the purpose of providing vehicular and pedestrian ingress and egress to each lot. Declarant shall dedicate said roads to the public and said easement is granted until such time as the County of Burnet, or the City of Burnet, Texas, accepts such dedication.

Declarant or ACC may approve the change, abandonment, rerouting, widening, creation of any subdivision roads or easements. All such changes must be approved in writing and filed of record in the manner prescribed by law.

**ARTICLE VIII.  
USE RESTRICTIONS**

1. **USE OF PROPERTY.** The use of the property shall be as follows:

- a. All lots, except as provided in section 1. b, of Article VIII below, shall be used for residential purposes only.
- b. 178.686 acres, described in Exhibit "A" and attached hereto and made a part hereof; out of and a part of Lots number 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 60, 61, 62, 63, 64, 65, 66, 67, and 68 may be used for governmental purposes. In the event that the 178.686 acres are owned by a governmental authority and/or used for governmental purposes then in such event none of the covenants, conditions and restrictions set out herein or the original declaration of covenants, conditions and restrictions as amended by the first amendment thereto shall apply to the 178.686 acres. The 178.686 may be used in part or together with other property for any governmental purpose or for any governmental authority. In the event that the 178.686 acres is not owned by a governmental authority and/or used for governmental purposes then the 178.686 shall be used for residential purposes only and all of the Covenants, conditions, and restrictions set out herein shall apply to these lots.

The 178.686 acres may be replatted Declarant, its successors and assigns and any such lot lines, roads or easements on or across the existing plat of the 178.868 acres may be moved or vacated in the replat. No approval from the property owners, the Declarant, the association, or the ACC shall be required or necessary provided such replat is approved by the proper governmental authorities and filed for record as required by law.

In the event that the 178.686 acres is owned by a governmental authority and/or used for governmental purposes then the lots and portion of lots in the 178.686 acres shall not be counted as a part of the total number of lots in the Subdivision. The governmental authority shall not be a member of the association, shall not be considered a property owner; may not vote in any election provided for herein and shall have no rights under this declaration. In determining the total number of lots in the subdivision, for all

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purposes, the lots or portion of lots in the 178.686 acres will not be counted. This shall include, but not be limited to all calculations of percentages, total number of lots, number of owners, number of members, for voting, quorums and all other matters under this declaration. These lots shall not be considered a part of the Subdivision for any purpose. Several lots are only partly in the 178.686 acres, the remainder of these lots will be considered a whole lot in the Subdivision.

2. **SQUARE FOOTAGE REQUIREMENT.** All single family dwellings shall contain a minimum of 1100 square feet of floor space, exclusive of open porches, breezeways, carports and garages.

3. **APPROVAL OF PLANS.** All plans and specifications for all single family residences shall be approved by the architectural control committee prior to the starting of construction. No single family residences or other structure may be constructed without the approval of the ACC.

4. **COMPLETION.** All residences must be completely finished on the exterior in accordance with normal construction standards before being occupied. The exterior shall be finished within six (6) months of the start of construction. Small trailers may be permitted while the residence is being constructed, however construction of the entire residence must be completed within 18 months.

5. **MANUFACTURED HOMES AND RELOCATED HOMES.** No manufactured home or relocated home may be placed on any lot. A manufactured home shall mean a home that is constructed on a remote location and moved, in whole or in major parts, to the lot. A relocated home is any structure constructed on a remote site and moved in whole or in major parts, to the lot and shall include older or previously occupied homes or buildings. The ACC shall have the sole authority to determine what is a manufactured home and what is a relocated home.

The ACC may determine that certain homes which are constructed in whole or in part at a remote site are in fact modular homes and may be approve by the ACC. Any such approve must be in writing and any such modular homes must complied with all other requirements of this Declaration.

In the event that any court shall enter an order that would have the effect of allowing a manufactured home or relocated home to be placed on any lot, prior to the placement of such home on a lot all other requirements of this Declaration must be complied and the ACC has the power to make additional requirements that would make any such home resemble the other homes in the subdivision. These addition requirements shall include, but not be limited to, additional stone or masonry, a roof with sufficient overhang, a type of exterior construction that would blend with the other houses in the Subdivision and other requirements the ACC may deem necessary to achieve the over all building plan in the subdivision. Failure to request and receive such guidelines and rulings from the ACC shall be a violation of this Declaration.

6. **SUBDIVISION OF LOTS.** No lot may be resubdivided without the written approval of the Declarant or the ACC. Such written approval must appear on any plat filed for record or be filed in the Real Property Records. All such resubdivided lots must provide for set back lines and easements as provided herein or on the plat of the subdivision. The Declarant or the ACC can grant variance to such set back lines and easements. All such resubdivison must comply with all governmental rules and regulations applicable to the property.

7. **SET BACK LINES.** No Building shall be located nearer than 50 feet to a front lot line or to any side street lot line. No building shall be located nearer than 25 feet to any side or back lot line. Building as used herein shall mean a primary residence, garage, out building, storage shed or other structure temporary or permanent. Variations from these requirements may be granted in individual cases where tract size or topography make these requirements impractical, but any such variation must have the written approval of the Declarant or the ACC.

8. **EASEMENTS.** There is reserved an easement or right of way over a strip 15 feet in width along the front boundary line and 10 feet in width along the side and rear boundary lines for the purpose of installation or maintenance of utilities by private or public authority and for drainage.

9. **ACCESS.** Access to public streets or thoroughfares from all lots in the subdivision will be by way of or onto the roads or streets constructed within the Subdivision. No other easement or roads will be permitted unless approved in writing by the Declarant or the ACC. Roads and easements may be created and constructed which will connect the Subdivision with the Delaware Springs Golf Course, the subdivision generally known as Delaware Springs, property owned on this date by Susan and Glenn Morris, and property owned by Dan and Linda McBride.

10. **NUISANCE.** No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, violate any public law, or which is opposed to the purposes of these restrictions. The lot and improvements shall not be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas fumes or other materials or used for large public gatherings.

11. **TRASH, STORAGE, VEHICLE REPAIRS.** No trash, ashes, vegetation or other refuse may be thrown, placed, kept or dumped on any of the lots. Trash, garbage and other waste shall not be permitted except in sanitary containers. Properly constructed compost piles shall be allowed.

12. **ANIMALS.** No animal may be raised, boarded or bred for commercial purposes on any lot. 4-H and FFA projects shall not be considered commercial purposes. All domestic animals shall be contained within the boundaries of the owner's property or in the control of a responsible individual. No livestock or fowl shall be raised, kept or bred on any lot except that there may be one (1) animal unit for each acre in excess of two (2) acres, with a fraction of an acre to be considered as a full acre. (E.g., on 2.0 acres no animal unit allowed; on 2.5 acres one (1) animal unit allowed; on 3.2 acres two(2) animal units allowed.) For the purpose hereof, one (1) animal unit shall mean either one (1) horse, one (1) cow (with calf), or three (3) sheep or goats, three (3) fowl, but no swine. If the Declarant or the ACC receives two (2) or more complaints about an animal the Declarant or the ACC may declare the animal a nuisance and the owner shall remove the animal from the property. Excessive numbers of domestic animals may constitute a nuisance.

13. **SEWAGE DISPOSAL.** All residences shall be equipped with approved sanitary plumbing fixtures and shall be connected to an approved septic system or central sewage system. Approval shall be from the proper governmental authority.

14. **PARKING.** No truck, bus, trailer, automobile, recreational vehicle shall be left parked in the street in front of any lot except for construction and repair equipment while a residence is being built or repaired.

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15. **VEHICLES AND ABANDONED VEHICLES.** Abandoned vehicles or equipment shall not be kept on any lot. vehicles or equipment shall be deemed abandoned if it is not in a condition to be driven by its own power with normal accessories and stays in such condition for 30 days or more. This restriction shall not apply to vehicles or equipment stored inside a fully enclosed garage or building.

16. **REPAIR OF VEHICLES.** No auto repair work which requires more than one (1) day to complete will be allowed on any lot. This restriction shall not apply to repair work inside a fully enclosed garage or building.

17. **SIGNS.** No signs shall be displayed on any lot without the written approval of the Declarant or the ACC. Notwithstanding the foregoing owners may place a sign not to exceed 2 square feet in size displaying their name.

18. **OIL AND MINING OPERATION.** No drilling, development, refining, quarrying, mining or prospecting operations for any minerals or other matter shall be conducted on any lot. This shall not apply to the removal of top soil and gravel on lot 13 & 36.

19. **MISCELLANEOUS USE.** No truck, trailer, trailer house, mobile home, boat, motor home, camper, tent, shack or garage shall ever be used as a dwelling, either temporary or permanent.

20. **GOOD REPAIR.** All residences and other buildings must be in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

21. **DRIVEWAYS.** No owner may block any drainage ditch, including road ditches. When necessary for drainage a drain will be installed all driveways where they connect to any subdivision road.

22. **MODEL HOMES.** The Declarant or the ACC shall have authority to approve the use of a lot for a model home and approve any restrictions on such use to include, but not limited to, hours open, signs, parking and length of time such house may be used as a model home.

23. **LOTS ADJOINING GOLF COURSE.** Lots adjoining the Delaware Springs Golf Course when platted or replatted may have setbacks, easements and conditions shown on the plat different from other lots in the subdivision. In addition certain additional restrictions may be filed by the Declarant concerning these lots. The Declarant or the ACC shall have the right to make all needed variances with respect to any such lots. Such variances shall be in writing.

24. **USE OF CERTAIN EASEMENTS.** In the event that easements are created for golf carts or for hike and bike trails, no motorcycles, motorized all terrain vehicles, motorized three wheel vehicles, dirt bikes, motorized off road vehicles or any vehicles with a loud exhaust or engines shall be allowed on such easements. Golf carts, both electrical and gasoline powered, shall be permitted. Gasoline powered carts shall not create a loud noise. The Declarant or the ACC shall have the power to pass additional rules and regulations for the use of such easements. The word "bike" in "hike and bike" shall mean a bicycle that is not motorized.

25. **CONSTRUCTION.** All construction sites shall be kept in a orderly and neat condition. All material and trash which might be blown by the wind shall be kept in a secured container or condition. The contractor may

maintain such facilities as may be reasonably necessary and convenient for such construction including but not limited to offices, storage areas, equipment and other items generally associated with normal construction. The ACC shall have the right to require a contractor to clean up his building site and be sole judge if such building activities meet the standards set out herein.

26. **HAZARDOUS MATERIALS AND ENVIRONMENTAL HAZARDS.** The lot and improvements thereon shall not be used for any purpose that is in violation of any environmental law.

27. **RULES AND REGULATIONS BY ACC.** The Declarant and the ACC shall have the authority to make additional rules and regulations where allowed herein and to additionally make rules and regulations to clarify the provisions hereof.

#### **ARTICLE IX. SEVERABILITY**

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.

#### **ARTICLE X. DURATION AND AMENDMENT**

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Declarant, the owner of any lot subject to these Declarations, their heirs and successors and assigns, the ACC, or the Association, for a term of twenty (20) years from the date the Original Declaration is recorded, (the original Declaration not this amended Declaration) after which time the same shall be automatically extended for successive periods of ten (10) years. Except as herein above expressly provided, the provisions hereof may be amended during the first twenty(20) year period only by an instrument signed by not less than seventy five percent (75%) of the lot owners and thereafter by an instrument signed by not less than sixty percent (60%) of the lot owners. Any amendment must be properly recorded in County Clerk's Office of Burnet County, Texas. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration any time prior to the time it has conveyed fifty percent (50%) of the lots in said subdivision.

#### **ARTICLE XI. ARCHITECTURAL CONTROL COMMITTEE**

1. **CREATION OF ACC.** There is hereby created an Architectural Control Committee, herein called the ACC. The ACC Shall consist of three members who shall be appointed by the Declarant who shall serve until December 31, 2000 ("initial term"). In the event that a vacancy occurs during the initial term, the Declarant or its successors and assigned shall appoint a new member to serve during the unexpired part of the initial term. If the Declarant fails to make such appointment within 30 days the remaining members of the ACC may make the appointment.

2. **ELECTION OF MEMBERS OF ACC.** Prior to the end of the initial term or immediately (within 120 days) after the end of the initial term, the ACC shall request the Association to hold an election wherein each Owner may cast votes as provide in Article III. The Declarant shall be considered an Owner for voting purposes in ACC elections and may cast votes as calculated in Article III. The Association shall notify all Owners either by regular mail, postpaid, or publication of the time and place of the election, at least 14 days before the date of the election. If by publication, such notice shall be published twice in a local newspaper having general circulation in the City of Burnet with the first notice being published at least 14 days before the date of election. Should the Association not act within 90 days to hold such election or if no Association exists or is operating, the ACC shall call and conduct the election. In the event that neither the ACC or Association act, the Declarant or ten (10%) per cent of the Owners may call and conduct the election.

At the meeting for election, fifty per cent (50%) of the Owners shall constitute a quorum. Owners may vote by proxy and such proxies will be counted to establish a quorum. Cumulative voting will not be permitted. The Owners shall elect three (3) members to the ACC who shall each serve two (2) year terms. Members of the ACC whose terms have expired shall serve until their successors are elected.

3. **VACANCY.** If an elected member resigns or ceases to serve on the ACC, the directors of the Association shall appoint a replacement member to the ACC or if no Association exist, or if the directors of the Association fail or refuse to make such appointment within 30 days of being notified of the vacancy the remaining members of the ACC may make such appointment.

4. **BIANNUAL ELECTION.** The Association or the ACC if the Association does not exist or is not operational shall call for a biannual election for members of the ACC in the same manner as set out in Section 2, above, during the first quarter of each even numbered years.

5. **TERM OF OFFICE.** The term of office of the first elected members of the ACC shall begin on April 1, 2000, and expire March 31, 2002. Terms of subsequent members shall be for 2 years, beginning on April 1 of each even year (0 being an even year).

6. **RECALL.** Upon the receipt of a petition containing the names of fifty per cent (50%) of the owners an election will be called as provided in section 4 above for the recall of the member or members of the ACC named in the petition. Such names on the recall petition must be obtained within a 90 day period. The election for new members if such recall election is successful shall be held at the same meeting immediately following the recall election. No recall election may be had until after the year 2000.

## ARTICLE XII

### ARCHITECTURAL CONTROL

1. **APPROVAL BY ACC.** No building, garage, barn shed, storage house, wall, fence, driveway, sidewalk, parking area, animal stall and facilities, or other improvements shall be erected, placed on any lot nor shall any major exterior addition change to or alteration thereof be made until the plans and specifications therefor and a plat showing the location thereof in relation to property lines, building lines, easements, and surrounding

structures shall have been approved by a majority of the ACC. All applications to the ACC and all actions of the ACC shall be in writing and copies of its action shall be retained in its office.

In making decisions the ACC shall take into consideration the following:

- a. The effect that the improvement or alteration requested may have upon the view of the natural terrain and scenery from surrounding structures;
- b. The effect of the improvements or alterations may have on trees and the environment;
- c. That all improvements and alterations harmonize with the surrounding structures existing at the time of application or approved from construction); and
- d. That all improvements and alterations comply with the terms and conditions contained elsewhere in this instruments and amendments thereto.

2 **DEVIATIONS.** Except for, Section 1 of Article VIII, the ACC may approve deviations from this Declaration for unusual conditions that would not, in their sole opinion, detract from the overall intent of these Restrictions. Any deviations shall require the approval of all members of the ACC then serving and the ACC shall have the final authority as to such deviations and their findings and decisions shall be final and conclusive.

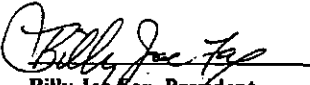
3. **FEES.** The ACC may establish a fee schedule to help defray cost of its operation.

4. **EXISTING STRUCTURES AND IMPROVEMENTS.** All existing structures and improvements shall be deemed to have been approved by the ACC, provided such structures and improvements were in compliance with all the terms and conditions of the Declaration in existence at the time of construction.

All other terms, conditions, and provisions of said Declaration are hereby ratified and affirmed and carried forward as of the effective date of said Declaration.

IN WITNESS WHEREOF, Oak Vista, Inc., the Declarant herein, and joined by the undersigned property owners has herein caused this instrument to be executed effective this 10th day of June, 1993.

Oak Vista, Inc.

By:   
Billy Joe Fox, President

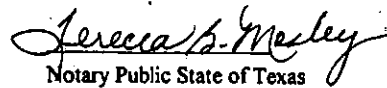
STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 3rd day of August, 1993, by BILLY JOE FOX, President of Oak Vista, Inc. on behalf of said corporation and in such capacity.

(seal)



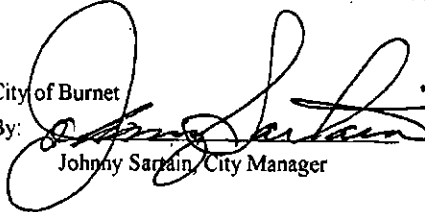
  
Notary Public State of Texas

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Part of Lot No. One (1)

City of Burnet

By:

  
Johnny Sartain, City Manager

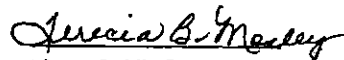
STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 30<sup>th</sup> day of July, 1993, by Johnny Sartain, City Manager .

(seal)





Notary Public State of Texas

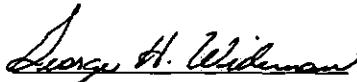
Notary's Printed Name: Terecia B. Mosley

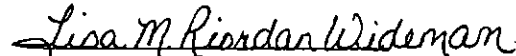
Commission Expires: 3/17/95

will 571 Page 484

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

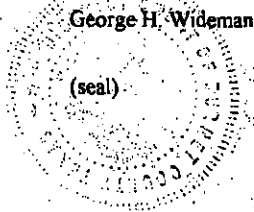
PROPERTY OWNER: Lot No. 3

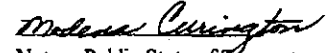
  
George H. Wideman

  
Lisa M. Riordan Wideman

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 10th day of ~~June~~ July, 1993, by George H. Wideman and Lisa M. Riordan. Wideman



  
DIST. CLERK, Notary Public, State of Texas  
Notary's Printed Name: MODENA CURINGTON  
TERM  
COMMISSION Expires: 12-31-1994

Vol. 571 p. 485

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 4

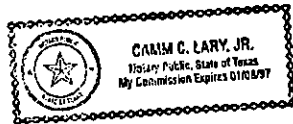
Neal Derryberry  
Neal Derryberry

David P. Simms  
David P. Simms

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 5<sup>th</sup> day of July, 1993, by Neal Derryberry and ~~David P. Simms~~.

(seal)

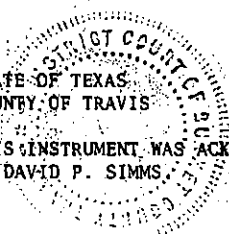


Camm C. Lary, Jr.  
Notary Public State of Texas  
Notary's Printed Name:  
Commission Expires:

Vol. 571, Page 486

STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF JULY, 1993 BY DAVID P. SIMMS.



Modena Curington  
NOTARY PUBLIC, STATE OF TEXAS  
DISTRICT CLERK  
MODENA CURINGTON: PRINTED NAME  
TERM EXPIRES ~~2nd~~ 12-31-1994

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

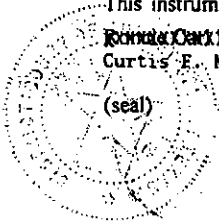
PROPERTY OWNER: Lot No. 8

Curtis F. Morris  
Curtis F. Morris

Frances Elizabeth Morris  
Frances Elizabeth Morris

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 13th day of July, 1993, by  
~~Ronald Oak Morris~~ and Frances Elizabeth Morris.  
Curtis F. Morris



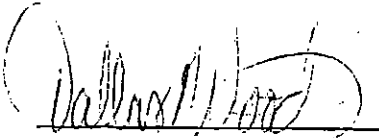
DISTRICT  
CLERK

Modena Curington  
Notary Public State of Texas, BURNET COUNTY  
Notary's Printed Name: MODENA CURINGTON  
Commission Expires 12-31-94

Vol. 571, Page 487

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 14

  
Dallas Wood

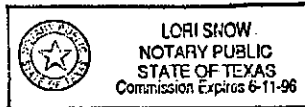
  
VICKI WOOD

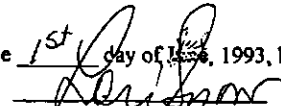
VOL 571 PAGE 488

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 1<sup>st</sup> day of June, 1993, by Dallas Wood and Vicki Wood

(seal)



  
Notary Public State of Texas

Notary's Printed Name:

Commission Expires:

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 17

Jack D. Ashabranner  
Jack D. Ashabranner

STATE OF TEXAS  
COUNTY OF Burnet

This instrument was acknowledged before me on the 12 day of ~~June~~<sup>July</sup>, 1993, by Jack D. Ashabranner.

(seal)



Lori Snow  
Notary Public State of Texas

Notary's Printed Name:

Commission Expires:

Will 571 page 489

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

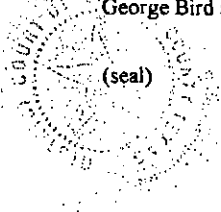
PROPERTY OWNER: Lot No. 20

George Bird  
George Bird

Alice Bird  
Alice Bird

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 28th day of June, 1993, by George Bird and Alice Bird.



Modena Curington  
Modena Curington  
District Clerk  
Burnet County  
Notary Public State of Texas

Notary's Printed Name:

Commission Expires: 12-31-94

VOL. 571 PAGE 490

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 21

William H. Null  
William H. Null

Bobbie N. Null  
Bobbie N. Null

STATE OF ~~NEVADA~~ Texas  
COUNTY OF Nolan

This instrument was acknowledged before me on the 20 day of July, 1993, by William H. Null and Bobbie N. Null.

(seal)



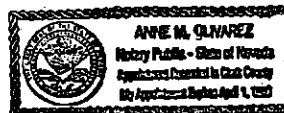
Teresa Porter  
Notary Public State of ~~TEXAS~~ NEVADA Texas  
Notary's Printed Name:  
Commission Expires:

STATE OF NEVADA)  
SS)  
COUNTY OF CLARK)

On this 19<sup>th</sup> day of JULY, 1993 before me, the the undersigned, a Notary Public in and for the County of Clark, State of Nevada, personally appeared WILLIAM H. NULL and each for himself duly acknowledged to me that he or she is one of the persons named in and who executed the above and foregoing instrument, and that he or she and each of them, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of my office that day and year first above written.

Anne M. Olvera  
Notary Public



Vol. 571, Page 491

orig

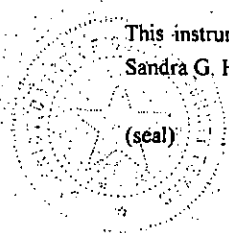
I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 22

  
Sandra G. ~~Hamilton~~ Garrett

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 8th day of July, 1993, by Sandra G. Hamilton and



  
Notary Public, State of Texas  
District Clerk Medina Curington  
Notary's Printed Name:  
Term  
Commission Expires: 12-31-94

VOL 571 PAGE 492

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 23

Billy Norred  
Billy Norred

Becky Norred  
Becky Norred

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 2nd day of July, 1993, by Billy Norred and Becky Norred.



Modena Curington  
DISTRICT CLERK, BURNET COUNTY, TEXAS  
PRINTED NAME: MODENA CURINGTON  
TERM EXPIRES: 12-31-94

Vol. 571, p. 493

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY: Lot No. 37

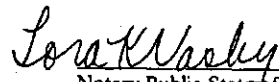
  
Johnny Robbins

STATE OF CALIFORNIA  
COUNTY OF Riverside



This instrument was acknowledged before me on the 17 day of July, 1993, by Johnny Robbins.



  
Notary Public State of Texas  
California

Exp. 3/17/97

VIII. 571 PAGE 494

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 58

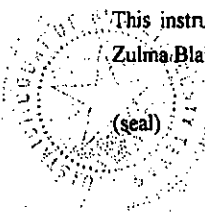
Zulma Blair  
Zulma Blair

Ronald D. Blair  
RONALD BLAIR

Vol 571 Page 495

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 30th day of June, 1993, by  
Zulma Blair and Ronald Blair

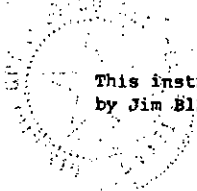


Modena Curington  
District Clerk, State of Texas, Burnet County,  
Notary's Printed Name: Modena Curington  
Term Expires: 12-31-94

Jim Blair  
JIM BLAIR

Rosa Blair  
Rosa Blair

This instrument was acknowledged before me on the 30th day of June, 1993,  
by Jim Blair and Rosa Blair.



Modena Curington  
District Clerk, State of Texas, Burnet County  
Printed Name: MODENA CURINGTON  
Term expires: 12-31-94

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 77

J.C. Evans  
J.C. Evans

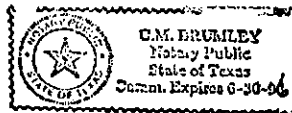
Phyllis A. Evans  
Phyllis Ann Evans

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on the 26 day of July, 1993, by J.C. Evans and Phyllis Ann Evans.

(seal)

C.M. Brumley  
Notary Public State of Texas  
Notary's Printed Name:  
Commission Expires:



Vol. 571 Page 496

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 78

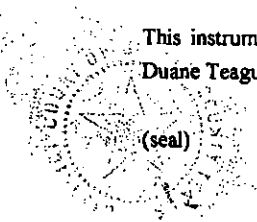
  
Duane Teague

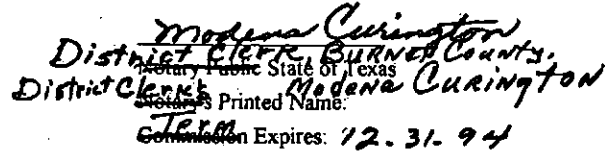
  
Sue Teague

Vol 571 Page 497

STATE OF TEXAS  
COUNTY OF BURNET

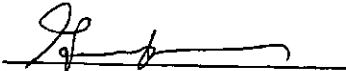
This instrument was acknowledged before me on the 1st day of July, 1993, by  
Duane Teague and Sue Teague.

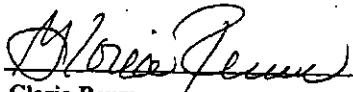


  
District Clerk, Burnet County, Texas  
Notary's Printed Name: Modena Curington  
Commission Expires: 12.31.94

I/We the undersign hereby consent and join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions of Oak Vista Subdivision.

PROPERTY OWNER: Lot No. 92

  
Gary J. Reum

  
Gloria Reum

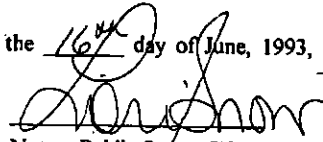
Vol. 571 Page 498

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on the 16<sup>th</sup> day of June, 1993, by Gary J. Reum and Gloria Reum.

(seal)



  
Notary Public State of Texas

Notary's Printed Name:

Commission Expires:

STATE OF TEXAS  
COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and at the time  
stamped hereon by me and was duly RECORDED in Volume 571  
Page 499 of the Real Property RECORDS  
of Burnet County, Texas.



*Janet Parker*

JANET PARKER, COUNTY CLERK

BURNET COUNTY, TEXAS

BY: *Michaela* Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR  
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW,  
THE STATE OF TEXAS

COUNTY OF BURNET  
I hereby certify that this instrument was FILED in the number  
Sequence on the date and at the time stamped hereon by me and was  
duly RECORDED in the Real Property  
Records Burnet County, Texas  
on 8-12-92



*Janet Parker*

COUNTY CLERK  
BURNET COUNTY, TEXAS

VOL. 571, PAGE 499

COMPUTER

5051

FILED

1993 AUG 11 AM 11:42

JANET PARKER  
COUNTY CLERK  
BURNET COUNTY, TEXAS

PD # 7400  
APC

**OAK VISTA SUBDIVISION**

**THIRD AMENDMENT TO DECLARATION OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**AND**

**RESTATEMENT OF ORIGINAL DECLARATION OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**AS AMENDED**

**STATE OF TEXAS            }**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF BURNET        }**

WHEREAS, Big Leaf, Ltd., a Texas Limited Partnership, hereinafter called Declarant, is now the developer of the property described herein, by virtue of the San Luis Company and Humberto V. Reyes having sold and conveyed all of their interest in property described below to Oak Vista, Inc., a Texas Corporation, of Burnet County, Texas, who intum conveyed to Big Leaf, Ltd. The San Luis Company and Humberto V. Reyes did declare the hereafter described property to be subject to certain protective Covenants, Conditions, and Restrictions of record in Volume 318, Page 629, of the Deed Records of Burnet County, Texas, and the First Amendment To Declaration of Covenants, Conditions, and Restrictions of record in Volume 321, Page 989 of the Deed Records of Burnet County, Texas, which declaration and the first amendment pertains to the following described property to-wit:

957.627 acres of land situated in a tract called 1100 acres in a conveyance from Jo Ann McDuff et al to San Luis Company and Humberto V. Reyes, recorded in Volume 279, Page 986-993 Deed Records of Burnet County, Texas and situated partly (635.786 acres) in the Eugenio Perez Survey No. 41, partly (155.36) in L. W. Cavin Survey No. 1332, and partly (34.89 acres) in the William H. Magill Survey No. 42, Burnet County, Texas more particularly described in Exhibit "A" of the declaration recorded in Volume 318, Page 629 of the Deed Records of Burnet County, Texas, to which reference is here made and as shown in a plat of record in cabinet 1, slide 183 C and D and slide 184 A and B of the Plat Records of Burnet County, Texas;

WHEREAS, the Oak Vista, Inc. became the owner of all of the undeveloped land and unsold lots and filed the Second Amendment to Declaration of Covenants, Conditions and Restrictions in Volume 571, Page 741 of the Real Property Records of Burnet County, Texas;

WHEREAS, the undersigned Oak Vista, Inc. transferred all of its interest to Big Leaf, Ltd. a Texas General Partnership who is now the developer and Declarant.

WHEREAS, due to changing conditions, the replatting of certain lots, the development of a golf course, and make other needed changes and clarifications;

OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

0951 0935

WHEREAS, due to the prior amendments and the numerous amendments contained herein to keep parties from having to refer to three different instruments the original declaration and all such amendments need to be restated in one instrument;

NOW, THEREFORE, Declarant does file this Third Amendment to the Declaration of Covenants, Conditions and Restrictions, and as amended by the First and Second Amendment to Declaration of Covenants conditions and Restrictions, hereby amending said Amended Declaration as follows:

**Article IV** is amended by changing the date from December 31, 2000 to December 31, 2007;

**Article VIII** is amended by adding a new number 5 and number 6 and renumbering all following;

**Article VIII** is amended by deleting the old number 23 is reworded and moved new number 10;

**Article X** is amended by rewording the last sentence.

**Article XII** section 1 is amended by changing the date December 31, 2000, to December 31, 2007;

**Article XII** section 5 is amended by changing the date April 1, 2000, to March 31, 2007;

In addition certain cosmetic and style changes have been made to make the instrument more uniform and readable. The above listing of changes is for convenience only and the omission of a change shall not invalidate this declaration or any such omitted changes

NOW, THEREFORE, Declarant does file this third Amendment to the Declaration of Covenants, Conditions and Restrictions, and as amended by the First and Second Amendments to Declaration of Covenants conditions and Restrictions, hereby amending said Declaration as described above and restating the original Declaration of Covenants, Conditions and Restrictions together with the all amendment and this amendment in one instrument as follows:

#### **ARTICLE I. DEFINITIONS**

**Section 1. Association.** Association shall mean and refer to OAK VISTA PROPERTY OWNERS ASSOCIATION, its successors and assigns.

**Section 2. Lot.** Lot shall mean any platted lot as shown in the plat of OAK VISTA SUBDIVISION, to be recorded in Map and Plat Records of Burnet County, Texas, or any platted lot as shown in the plat of any subdivision hereinafter created from any platted lot within OAK VISTA SUBDIVISION.

**Section 3. Member.** Member shall mean and refer to every person or entity who holds membership in the Association.

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**Section 4. Owner.** Owner shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

**Section 5. Declarant.** Declarant shall mean and refer to Oak Vista, Inc. its successors and assigns.

**Section 6. Architectural Control Committee.** Architectural Control Committee may sometimes be referred to herein as ACC and Shall refer to the ACC initially appointed by Declarant and at a later date elected by the members as provided herein.

**Section 7. Property.** Property shall mean and refer to that certain real estate herein before described, or any other property subject to this declaration and a part of this Subdivision by the Declarant or its successor and assigns.

### **ARTICLE III VOTING RIGHTS**

**1. Voting Rights in the Association.** Each Member of the Association shall be entitled to one vote for each lot in which he holds the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members, provided however, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Members may cast fractional votes. Ownership shall be determined as provided in Section 2 of this Article.

**2. Determining Ownership and Voting Rights.** Ownership and the number of votes an owner may cast, in voting in ACC elections, in voting as a member in Association elections and for any other votes provided for in this declaration shall be calculated as provided herein. Each lot owner shall be entitled to join in and execute an instrument to amend this Declaration as provided in Article X. To determine if seventy five (75%) per cent of the lot owners have joined in such amendment the following rules will apply:

a) The record owner of a fee interest in any lot subject to this declaration may join in the execution of an amendment to this Declaration or vote as a member of the association or vote in the election of the ACC.

b) In the event that more than one person is the record owner of a fee interest then all such persons must join in the execution of such amendment for the entire lot or lots to be counted as joining in such amendment, or to count as one whole vote in an election. However, the owners may be counted as a fractional interest or vote, as provided in the following subsection.

c) In the event that only part of the record owners join in the execution of such amendment or vote in an election only the fractional ownership of such lot or lots as reflected by the deed of record in the County Clerk's Office of Burnet County, Texas, shall be counted towards the seventy five per cent amount needed to amend or only a fractional vote will be counted. If the deed does not reflect the actual fractional ownership it

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will be presumed for these purposes that each party shown on the deed owns an equal amount, this shall be true notwithstanding any unrecorded agreements otherwise.

3. **Subdivided Lots.** Subdivided lots for both voting as a member or for amendment of this declaration shall count as one lot. To be a valid "subdivided lot or lots" such subdivision must have been approved by the ACC, all necessary governmental authorities and recorded properly in the County Clerk's Office of Burnet County, Texas, for 180 days prior to such vote or amendment. Lots which are divided by metes and bounds and not by a platted resubdivision will not be considered as a "Subdivided lot or lots" for voting as a member or for amendment of this declaration, but will be considered a single lot with more than one owner. The subdivision of lots 89 and 90 are hereby approved. Those part lots, if any, left over under Article VIII, 1., be shall be counted as a whole or complete lot.

#### **ARTICLE IV. POWER AND DUTIES OF THE ASSOCIATION**

OAK VISTA PROPERTY OWNERS ASSOCIATION shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable: provided however, nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

1. **Roads.** The Association is charged with the duty and responsibility of maintaining all roads within the Subdivision as shown on the Subdivision Plat or any Resubdivision Plats for Oak Vista Subdivision of record in the office of County Clerk of Burnet County, Texas, until such time as said road shall be dedicated to the County of Burnet, Texas, and the County of Burnet, or the City of Burnet the proper governmental authority does undertake and assume responsibility for the maintenance of said roads. In addition the Association shall maintain any and all golf cart paths or hike and bike trails that may be created.

2. **Enforcement.** To enforce this Declaration either in its own name or in the name of any owner within the Subdivision. Provided however, this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the property owners, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided.

3. **Borrowing.** To borrow money by and through the Board of Directors, provided the borrowing of funds is approved and sanctioned by a two thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting dully called for this purpose.

4. **Expenditures.** The Association shall have the right to expend its funds for any of the above mentioned purposes and for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the property owners in the Oak Vista Subdivision. This shall include the ownership of land and the operation of recreational facilities.

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**ARTICLE V.**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; a) annual assessments or charges, and b) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. **Uniform Rate.** The annual assessments shall be fixed at a uniform rate for all lots as determined by the Board of Directors, and shall be collected on an annual basis.

3. **Commencement and Due Date of Annual Assessments.** The annual assessment shall commence upon the determination of the Board of Directors that said funds are necessary for exercising the powers and duties of conferred upon the association by Article IV hereof. The Board of Directors shall fix the amount of each such annual assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every owner subject hereto by the Board of Directors.

4. **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any Subdivision road or easement to preclude the foreclosure of any property upon which said roads are situated provide that any such assessment shall have the assent of two thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting dully called for this purpose.

5. **Notice and Quorum for any Action Authorized Under Article V.** Written notice of any meeting called for the purpose of taking any action authorized under Article V shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, being twelve and one half per cent (12.5%). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. **Non Payment of Assessments - Remedies of the Association.** Assessments shall be due and payable on a date established by the Board of Directors in any calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the highest rate allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the assessment, and the interest, costs, and reasonable attorney's fees of any such action shall be recoverable, or otherwise added to the amount of such

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assessment and to foreclose the lien against each lot retained herein. Any Owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

7. **Purposes of Assessments.** Annual assessment and special assessments shall be assessed for the purpose of providing maintenance and capital improvements to the roads and easements within the subdivision providing access to each lot until such time as the County of Burnet, or City of Burnet, Texas, both accepts the dedication of such roads and agree to fully maintain them; for the further purpose of preventing any foreclosure of any Property upon which such roads are situated; enforcing these covenants, conditions, and restrictions; maintaining the Association; and exercising those powers and duties conferred upon the Association By Article IV above and this declaration. The Association may collect funds for this purpose by creating a sinking or contingency fund from annual assessments, or may secure said funds by special assessment, or through the combination thereof.

8. **Subordination of Assessment Liens:** The annual assessment lien and special assessment lien provided for herein shall be subordinated to and shall be secondary and inferior to all other prior or subsequent voluntary liens established on said property by means of a Deed Trust or Builder's and Mechanic's Lien Contract. The assessment liens shall not be subordinated to any tax liens, judgment liens or other similar non-voluntary liens.

9. **Subordination to the Veterans Land Board of the State of Texas:** The annual assessment and special assessment liens provided for herein shall not apply to land held by the Veterans Land Board of the State of Texas. The assessment shall be considered a personal obligation of the contract holder. When the Veterans Land Board no longer has any interest in the land, the annual assessment lien and special assessment liens provided for herein shall once again apply in full force and effect, including any past due assessments accrued under the name of the contract holder when such contract holder or his heirs or assigns acquire fee simple title to the property.

#### **ARTICLE VI. TEMPORARY MANAGEMENT BY DECLARANT**

Prior to December 31, 2007, Declarant shall have the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association in the same way and manner as though all of such powers and duties had been reserved to the Declarant alone.

#### **ARTICLE VII. PROPERTY RIGHTS**

Every owner shall have an easement of use for himself, his successors and assigns, and their invitees, in, over, across and through Subdivision roads shown on the Subdivision Plat constructed by the Declarant for the purpose of providing vehicular and pedestrian ingress and egress to each lot. Declarant shall dedicate said roads to the public and said easement is granted until such time as the County of Burnet, or the City of Burnet, Texas, accepts such dedication.

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Declarant or ACC may approve the change, abandonment, rerouting, widening, creation of any subdivision roads or easements. All such changes must be approved in writing and filed of record in the manner prescribed by law.

#### **ARTICLE VIII. USE RESTRICTIONS**

1. **USE OF PROPERTY.** The use of the property shall be as follows:
  - a. All lots, except as provided in section 1. b, of Article VIII below, shall be used for residential purposes only.
  - b. 178.686 acres, described in Exhibit "A" and attached hereto and made a part hereof, out of and a part of Lots number 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 60, 61, 62, 63, 64, 65, 66, 67, and 68 may be used for governmental purposes. In the event that the 178.686 acres are owned by a governmental authority and/or used for governmental purposes then in such event none of the covenants, conditions and restrictions set out herein or the original declaration of covenants, conditions and restrictions as amended by the first amendment thereto shall apply to the 178.686 acres. The 178.686 may be used in part or together with other property for any governmental purpose or for any governmental authority. In the event that the 178.686 acres is not owned by a governmental authority and/or used for governmental purposes then the 178.686 shall be used for residential purposes only and all of the Covenants, conditions, and restrictions set out herein shall apply to these lots.

The 178.686 acres may be replatted Declarant, its successors and assigns and any such lot lines, roads or easements on or across the existing plat of the 178.686 acres may be moved or vacated in the replat. No approval from the property owners, the Declarant, the association, or the ACC shall be required or necessary provided such replat is approved by the proper governmental authorities and filed for record as required by law.

In the event that the 178.686 acres is owned by a governmental authority and/or used for governmental purposes then the lots and portion of lots in the 178.686 acres shall not be counted as a part of the total number of lots in the Subdivision. The governmental authority shall not be a member of the association, shall not be considered a property owner, may not vote in any election provided for herein and shall have no rights under this declaration. In determining the total number of lots in the subdivision, for all purposes, the lots or portion of lots in the 178.686 acres will not be counted. This shall include, but not be limited to all calculations of percentages, total number of lots, number of owners, number of members, for voting, quorums and all other matters under this declaration. These lots shall not be considered a part of the Subdivision for any purpose. Several lots are only partly in the 178.686 acres, the remainder of these lots will be considered a whole lot in the Subdivision.

2. **SQUARE FOOTAGE REQUIREMENT.** All single family dwellings shall contain a minimum of 1,200 square feet of floor space, exclusive of open porches, breezeways, carports and garages.

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3. **APPROVAL OF PLANS.** All plans and specifications for all single family residences shall be approved by the architectural control committee prior to the starting of construction. No single family residences or other structure may be constructed without the approval of the ACC.

4. **COMPLETION.** All residences must be completely finished on the exterior in accordance with normal construction standards before being occupied. The exterior shall be finished within six (6) months of the start of construction. Small trailers may be permitted while the residence is being constructed, however construction of the entire residence must be completed within 18 months.

5. **LOCATION OF WELLS AND SEPTIC.** The ACC must approve in writing the location of any well or septic prior to the drilling of the well or construction of the septic system.

6. **LOTS ADJOINING GOLF COURSE.** Lots adjoining the Delaware Springs Golf Course when platted or replatted may have setbacks, easements and conditions shown on the plat different from other lots in the subdivision. Amended and/or additional restrictions may be filed by the Declarant concerning these lots after they are platted notwithstanding any limitations herein relating to amendments hereto. The Declarant or the ACC shall have the right to make all needed variances with respect to any such lots. Such variances shall be in writing.

7. **CONSTRUCTION OF RESIDENCES.** All residences shall be recognized standard construction with the exterior first floor walls of a least fifty (50%) per cent composed of stone, masonry or its equivalent. In computing such percentage all gables, window and door openings shall excluded form the total area of exterior walls. Any residences constructed prior to the date of this amendment are approved as constructed, however any additions to such existing residences must comply with this requirement.

8. **MANUFACTURED HOMES AND RELOCATED HOMES.** No manufactured home or relocated home may be placed on any lot. A manufactured home shall mean a home that is constructed on a remote location and moved, in whole or in major parts, to the lot. A relocated home is any structure constructed on a remote site and moved in whole or in major parts, to the lot and shall include older or previously occupied homes or buildings. The ACC shall have the sole authority to determine what is a manufactured home and what is a relocated home.

The ACC may determine that certain homes which are constructed in whole or in part at a remote site are in fact modular homes and may be approve by the ACC. Any such approve must be in writing and any such modular homes must complied with all other requirements of this Declaration.

In the event that any court shall enter an order that would have the effect of allowing a manufactured home or relocated home to be placed on any lot, prior to the placement of such home on a lot all other requirements of this Declaration must be complied and the ACC has the power to make additional requirements that would make any such home resemble the other homes in the subdivision. These addition requirements shall include, but not be limited to, additional stone or masonry, a roof with sufficient overhang, a type of exterior construction that would blend with the other houses in the Subdivision and other requirements the ACC may deem necessary to achieve the over all building plan in the subdivision. Failure to request and receive such guidelines and rulings from the ACC shall be a violation of this Declaration.

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9. **SUBDIVISION OF LOTS.** No lot may be resubdivided without the written approval of the Declarant or the ACC. Such written approval must appear on any plat filed for record or be filed in the Real Property Records. All such resubdivided lots must provide for set back lines and easements as provided herein or on the plat of the subdivision. The Declarant or the ACC can grant variance to such set back lines and easements. All such resubdivisions must comply with all governmental rules and regulations applicable to the property.

10. **SET BACK LINES.** No Building shall be located nearer than 50 feet to a front lot line or to any side street lot line. No building shall be located nearer than 25 feet to any side or back lot line. Building as used herein shall mean a primary residence, garage, out building, storage shed or other structure temporary or permanent. Variations from these requirements may be granted in individual cases where tract size or topography make these requirements impractical, but any such variation must have the written approval of the Declarant or the ACC.

11. **EASEMENTS.** There is reserved an easement or right of way over a strip 15 feet in width along the front boundary line and 10 feet in width along the side and rear boundary lines for the purpose of installation or maintenance of utilities by private or public authority and for drainage.

12. **ACCESS.** Access to public streets or thoroughfares from all lots in the subdivision will be by way of or onto the roads or streets constructed within the Subdivision. No other easement or roads will be permitted unless approved in writing by the Declarant or the ACC. Roads and easements may be created and constructed which will connect the Subdivision with the Delaware Springs Golf Course, the subdivision generally known as Delaware Springs, property owned on this date by Susan and Glenn Morris, and property owned by Dan and Linda McBride.

13. **NUISANCE.** No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, violate any public law, or which is opposed to the purposes of these restrictions. The lot and improvements shall not be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas fumes or other materials or used for large public gatherings.

14. **TRASH, STORAGE, VEHICLE REPAIRS.** No trash, ashes, vegetation or other refuse may be thrown, placed, kept or dumped on any of the lots. Trash, garbage and other waste shall not be permitted except in sanitary containers. Properly constructed compost piles shall be allowed.

15. **ANIMALS.** No animal may be raised, boarded or bred for commercial purposes on any lot. 4-H and FFA projects shall not be considered commercial purposes. All domestic animals shall be contained within the boundaries of the owner's property or in the control of a responsible individual. No livestock or fowl shall be raised, kept or bred on any lot except that there may be one (1) animal unit for each acre in excess of two (2) acres, with a fraction of an acre to be considered as a full acre. (E.g., on 2.0 acres no animal unit allowed; on 2.5 acres one (1) animal unit allowed; on 3.2 acres two(2) animal units allowed.) For the purpose hereof, one (1) animal unit shall mean either one (1) horse, one (1) cow (with calf), or three (3) sheep or goats, three (3) fowl, but no swine. If the Declarant or the ACC receives two (2) or more complaints about an animal the Declarant or the ACC may declare the animal a nuisance and the owner shall remove the animal from the property. Excessive numbers of domestic animals may constitute a nuisance.

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16. **SEWAGE DISPOSAL.** All residences shall be equipped with approved sanitary plumbing fixtures and shall be connected to an approved septic system or central sewage system. Approval shall be from the proper governmental authority.
17. **PARKING.** No truck, bus, trailer, automobile, recreational vehicle shall be left parked in the street in front of any lot except for construction and repair equipment while a residence is being built or repaired.
18. **VEHICLES AND ABANDONED VEHICLES.** Abandoned vehicles or equipment shall not be kept on any lot. Vehicles or equipment shall be deemed abandoned if it is not in a condition to be driven by its own power with normal accessories and stays in such condition for 30 days or more. This restriction shall not apply to vehicles or equipment stored inside a fully enclosed garage or building.
19. **REPAIR OF VEHICLES.** No auto repair work which requires more than one (1) day to complete will be allowed on any lot. This restriction shall not apply to repair work inside a fully enclosed garage or building.
20. **SIGNS.** No signs shall be displayed on any lot without the written approval of the Declarant or the ACC. Notwithstanding the foregoing owners may place a sign not to exceed 2 square feet in size displaying their name.
21. **OIL AND MINING OPERATION.** No drilling, development, refining, quarrying, mining or prospecting operations for any minerals or other matter shall be conducted on any lot. This shall not apply to the removal of top soil and gravel on lot 13 & 36.
22. **MISCELLANEOUS USE.** No truck, trailer, trailer house, mobile home, boat, motor home, camper, tent, shack or garage shall ever be used as a dwelling, either temporary or permanent.
23. **GOOD REPAIR.** All residences and other buildings must be in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.
24. **DRIVEWAYS.** No owner may block any drainage ditch, including road ditches. When necessary for drainage a drain will be installed all driveways where they connect to any subdivision road.
25. **MODEL HOMES.** The Declarant or the ACC shall have authority to approve the use of a lot for a model home and approve any restrictions on such use to include, but not limited to, hours open, signs, parking and length of time such house may be used as a model home.
26. **USE OF CERTAIN EASEMENTS.** In the event that easements are created for golf carts or for hike and bike trails, no motorcycles, motorized all terrain vehicles, motorized three wheel vehicles, dirt bikes, motorized off road vehicles or any vehicles with a loud exhaust or engines shall be allowed on such easements. Golf carts, both electrical and gasoline powered, shall be permitted. Gasoline powered carts shall not create a loud noise. The Declarant or the ACC shall have the power to pass additional rules and regulations for the use of such easements. The word "bike" in "hike and bike" shall mean a bicycle that is not motorized.
27. **CONSTRUCTION.** All construction sites shall be kept in a orderly and neat condition. All material and trash which might be blown by the wind shall be kept in a secured container or be covered. The contractor shall be responsible for the removal of all debris from the site. The contractor shall be responsible for the removal of all debris from the site.

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may maintain such facilities as may be reasonably necessary and convenient for such construction including but not limited to offices, storage areas, equipment and other items generally associated with normal construction. The ACC shall have the right to require a contractor to clean up his building site and be sole judge if such building activities meet the standards set out herein.

28. **HAZARDOUS MATERIALS AND ENVIRONMENTAL HAZARDS.** The lot and improvements thereon shall not be used for any purpose that is in violation of any environmental law.

29. **FIREARMS AND HUNTING.** No hunting shall be allowed within the subdivision. No discharge of firearms shall be allowed within the subdivision, except for self-defense or shooting of snakes and varmints in an area with no firing lines to other dwellings or with a shotgun.

30. **RULES AND REGULATIONS BY ACC.** The Declarant and the ACC shall have the authority to make additional rules and regulations where allowed herein and to additionally make rules and regulations to clarify the provisions hereof.

#### **ARTICLE IX. SEVERABILITY**

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.

#### **ARTICLE X. DURATION AND AMENDMENT**

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Declarant, the owner of any lot subject to these Declarations, their heirs and successors and assigns, the ACC, or the Association, for a term of twenty (20) years from the date the Original Declaration is recorded, (the original Declaration not this amended Declaration) after which time the same shall be automatically extended for successive periods of ten (10) years. Except as herein above expressly provided, the provisions hereof may be amended during the first twenty (20) year period only by an instrument signed by not less than seventy five percent (75%) of the lot owners and thereafter by an instrument signed by not less than sixty percent (60%) of the lot owners. Any amendment must be properly recorded in County Clerk's Office of Burnet County, Texas. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration any time prior to the time it has conveyed fifty percent (50%) of the lots in said subdivision, resubdivided lots shall be included in the count of total lots.

#### **ARTICLE XI. ARCHITECTURAL CONTROL COMMITTEE**

1. **CREATION OF ACC.** There is hereby created an Architectural Control Committee, herein called the ACC. The ACC Shall consist of three members who shall be appointed by the Declarant who shall serve until December 31, 2007 ("initial term"). In the event that a vacancy occurs during the initial term, the Declarant or its successors and assigned shall appoint a new member to serve during the unexpired part of the initial term. If

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the Declarant fails to make such appointment within 30 days the remaining members of the ACC may make the appointment.

2. **ELECTION OF MEMBERS OF ACC.** Prior to the end of the initial term or immediately (within 120 days) after the end of the initial term, the ACC shall request the Association to hold an election wherein each Owner may cast votes as provide in Article III. The Declarant shall be considered an Owner for voting purposes in ACC elections and may cast votes as calculated in Article III. The Association shall notify all Owners either by regular mail, postpaid, or publication of the time and place of the election, at least 14 days before the date of the election. If by publication, such notice shall be published twice in a local newspaper having general circulation in the City of Burnet with the first notice being published at least 14 days before the date of election. Should the Association not act within 90 days to hold such election or if no Association exists or is operating, the ACC shall call and conduct the election. In the event that neither the ACC or Association act, the Declarant or ten (10%) per cent of the Owners may call and conduct the election.

At the meeting for election, fifty per cent (50%) of the Owners shall constitute a quorum. Owners may vote by proxy and such proxies will be counted to establish a quorum. Cumulative voting will not be permitted. The Owners shall elect three (3) members to the ACC who shall each serve two (2) year terms. Members of the ACC whose terms have expired shall serve until their successors are elected.

3. **VACANCY.** If an elected member resigns or ceases to serve on the ACC, the directors of the Association shall appoint a replacement member to the ACC or if no Association exist, or if the directors of the Association fail or refuse to make such appointment within 30 days of being notified of the vacancy the remaining members of the ACC may make such appointment.

4. **BIANNUAL ELECTION.** The Association or the ACC if the Association does not exist or is not operational shall call for a biannual election for members of the ACC in the same manner as set out in Section 2, above, during the first quarter of each even numbered years.

5. **TERM OF OFFICE.** The term of office of the first elected members of the ACC shall begin on April 1, 2007, and expire March 31, 2009. Terms of subsequent members shall be for 2 years, beginning on April 1 of each even year (0 being an even year).

6. **RECALL.** Upon the receipt of a petition containing the names of fifty per cent (50%) of the owners an election will be called as provided in section 4 above for the recall of the member or members of the ACC named in the petition. Such names on the recall petition must be obtained within a 90 day period. The election for new members if such recall election is successful shall be held at the same meeting immediately following the recall election. No recall election may be had until after the year 2009.

## **ARTICLE XII**

### **ARCHITECTURAL CONTROL**

1. **APPROVAL BY ACC.** No building, garage, barn shed, storage house, wall, fence, driveway, sidewalk, parking area, animal stall and facilities, or other improvements shall be erected, placed on any lot nor shall any

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major exterior addition change to or alteration thereof be made until the plans and specifications therefor and a plat showing the location thereof in relation to property lines, building lines, easements, and surrounding structures shall have been approved by a majority of the ACC. All applications to the ACC and all actions of the ACC shall be in writing and copies of its action shall be retained in its office.

In making decisions the ACC shall take into consideration the following:

- a. The effect that the improvement or alteration requested may have upon the view of the natural terrain and scenery from surrounding structures;
- b. The effect of the improvements or alterations may have on trees and the environment;
- c. That all improvements and alterations harmonize with the surrounding structures existing at the time of application or approved from construction); and
- d. That all improvements and alterations comply with the terms and conditions contained elsewhere in this instruments and amendments thereto.

2     **DEVIATIONS.** Except for, Section 1 of Article VIII, the ACC may approve deviations from this Declaration for unusual conditions that would not, in their sole opinion, detract from the overall intent of these Restrictions. Any deviations shall require the approval of all members of the ACC then serving and the ACC shall have the final authority as to such deviations and their findings and decisions shall be final and conclusive.

3.     **FEES.** The ACC may establish a fee schedule to help defray cost of its operation.

4.     **EXISTING STRUCTURES AND IMPROVEMENTS.** All existing structures and improvements shall be deemed to have been approved by the ACC, provided such structures and improvements were in compliance with all the terms and conditions of the Declaration in existence at the time of construction.

All other terms, conditions, and provisions of said Declaration are hereby ratified and affirmed and carried forward as of the effective date of said Declaration.

IN WITNESS WHEREOF, Oak Vista, Inc., the Declarant herein, and joined by the undersigned property owners has herein caused this instrument to be executed effective this 14th day of November, 2000.

**Big Leaf, Ltd., a Texas Limited Partnership**

By: Billy Joe Fox  
Billy Joe Fox, President  
Little Leaf, Inc., General  
Partner

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0951 0947

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 14th day of November, 2000, by BILLY JOE FOX, President of Little Leaf, Inc., General Partner of Big Leaf, Ltd., on behalf of said corporation and in such capacity.

(seal)



*Mikko Joy*  
Notary Public State of Texas

OFFICIAL PUBLIC RECORD  
BURNET COUNTY TEXAS

0951 0948

STATE OF TEXAS  
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date  
and at the time stamped hereon by me and was duly  
RECORDED in the OFFICIAL PUBLIC RECORDS  
OF BURNET COUNTY, TEXAS in the volume  
and Page as shown.



Janet Parker  
County Clerk  
Burnet County, Texas  
By *Stephane Smith*  
DEPUTY

Any provision herein which restricts the sale, rental or use  
of the described real property because of color or race is  
invalid and unenforceable under federal law.

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FILED

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JANET PARKER  
COUNTY CLERK  
BURNET COUNTY, TEXAS

OFFICIAL PUBLIC RECORD  
BURNET COUNTY, TEXAS

0951 0949

**OAK VISTA SUBDIVISION**

**FOURTH AMENDMENT TO DECLARATION OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**AND**

**RESTATEMENT OF ORIGINAL DECLARATION OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**AS AMENDED**

**STATE OF TEXAS                    }**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF BURNET                }**

WHEREAS, **Big Leaf, Ltd.**, a Texas Limited Partnership, hereinafter called Declarant, is now the developer of the property described herein, by virtue of the San Luis Company and Humberto V. Reyes having sold and conveyed all of their interest in property described below to Oak Vista, Inc., a Texas Corporation, of Burnet County, Texas, who intum conveyed to Big Leaf, Ltd. The San Luis Company and Humberto V. Reyes did declare the hereafter described property to be subject to certain protective Covenants, Conditions, and Restrictions of record in Volume 318, Page 629, of the Deed Records of Burnet County, Texas, and the First Amendment To Declaration of Covenants, Conditions, and Restrictions of record in Volume 321, Page 989 of the Deed Records of Burnet County, Texas, which declaration and the first amendment pertains to the following described property to-wit:

957.627 acres of land situated in a tract called 1100 acres in a conveyance from Jo Ann McDuff et al to San Luis Company and Humberto V. Reyes, recorded in Volume 279, Page 986-993 Deed Records of Burnet County, Texas and situated partly (635.786 acres) in the Eugenio Perez Survey No. 41, partly (155.36) in L. W. Cavin Survey No. 1332, and partly (34.89 acres) in the William H. Magill Survey No. 42, Burnet County, Texas more particularly described in Exhibit "A" of the declaration recorded in Volume 318, Page 629 of the Deed Records of Burnet County, Texas, to which reference is here made and as shown in a plat of record in cabinet 1, slide 183 C and D and slide 184 A and B of the Plat Records of Burnet County, Texas and as replated in Cabinet 2, Slide 4 C-D; Cabinet 2, Slide 36D; Cabinet 2, Slide 173C; Cabinet 2, Slide 188C; Cabinet 3, Slide 1A; Cabinet 3, Slide 62B; Cabinet 3, Slide 65A; Cabinet 3, Slide 73A-C; Cabinet 3, Slide 123B-D; Cabinet 3, Slide 161B; and Cabinet 4, Slide 42B of the Plat Records of Burnet County, Texas.

WHEREAS, the Oak Vista, Inc. became the owner of all of the undeveloped land and unsold lots and filed the Second Amendment to Declaration of Covenants, Conditions and Restrictions in Volume 571, Page 741 of the Real Property Records of Burnet County, Texas;

WHEREAS, the undersigned Oak Vista, Inc. transferred all of its interest to Big Leaf, Ltd. a Texas General Partnership who is now the developer and Declarant.

WHEREAS, due to changing conditions, the replatting of certain lots, the development of a golf course, and make other needed changes and clarifications;

WHEREAS, due to the prior amendments and the numerous amendments contained herein to keep parties from having to refer to four different instruments the original declaration and all such amendments need to be restated in one instrument;

WHEREAS, the undersigned owners are joining in this amendment and restatement of the Declaration of Covenants, Conditions, and Restrictions of the property described herein;

NOW, THEREFORE, Declarant and the undersigned owners do file this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions, and as amended by the First and Second Amendment to Declaration of Covenants conditions and Restrictions, hereby amending said Amended Declaration as follows:

**Article VI** is amended by changing the date from December 31, 2007 to December 31, 2012;

**Article III**

(3) is amended by adding another sentence clarify the lot count.

**Article VIII**

(1) (b) is amended by defining certain entities;

(2) is amended by changing the minimum of 1,200 square feet of floor space to 1,600 square feet of floor space;

(8) is amended to define masonry products and exterior and roof treatments;

(9) is restated; and

(230) is clarified.

**Article X** is amended by adding another sentence clarify the lot count.

**Article XI** section 1 is amended by changing the date December 31, 2000, to December 31, 2012;

**Article XII** section 5 is amended by changing the date April 1, 2000, to March 31, 2007;

In addition certain cosmetic and style changes have been made to make the instrument more uniform and readable. The above listing of changes is for convenience only and the omission of a change shall not invalidate this declaration or any such omitted changes

NOW, THEREFORE, Declarant does file this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions, and as amended by the First, Second and Third Amendments to Declaration of Covenants conditions and Restrictions, hereby amending said Declaration as described above and restating the original Declaration of Covenants, Conditions and Restrictions together with the all amendment and this amendment in one instrument as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1. Association.** Association shall mean and refer to OAK VISTA PROPERTY OWNERS ASSOCIATION, its successors and assigns.

**Section 2. Lot.** Lot shall mean any platted lot as shown in the plat of OAK VISTA SUBDIVISION, to be recorded in Map and Plat Records of Burnet County, Texas, or any platted lot as shown in the plat of any subdivision hereinafter created from any platted lot within OAK VISTA SUBDIVISION.

**Section 3. Member.** Member shall mean and refer to every person or entity who holds membership in the Association.

**Section 4. Owner.** Owner shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

**Section 5. Declarant.** Declarant shall mean and refer to Big Leaf, Ltd. its successors and assigns.

**Section 6. Architectural Control Committee.** Architectural Control Committee may sometimes be referred to herein as ACC and Shall refer to the ACC initially appointed by Declarant and at a later date elected by the members as provided herein.

**Section 7. Property.** Property shall mean and refer to that certain real estate herein before described, or any other property subject to this declaration and a part of this Subdivision by the Declarant or its successor and assigns.

### **ARTICLE III VOTING RIGHTS**

**1. Voting Rights in the Association.** Each Member of the Association shall be entitled to one vote for each lot in which he holds the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members, provided however, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Members may cast fractional votes. Ownership shall be determined as provided in Section 2 of this Article.

**2. Determining Ownership and Voting Rights.** Ownership and the number of votes an owner may cast, in voting in ACC elections, in voting as a member in Association elections and for any other votes provided for in this declaration shall be calculated as provided herein. Each lot owner shall be entitled to join in and execute an instrument to amend this Declaration as provided in Article X. To determine if seventy five (75%) per cent for the first twenty (20) year or sixty (60%) per cent thereafter of the lot owners have joined in such amendment the following rules will apply:

**a)** The record owner of a fee interest in any lot subject to this declaration may join in the execution of an amendment to this Declaration or vote as a member of the association or vote in the election of the ACC.

**b)** In the event that more than one person is the record owner of a fee interest then all such persons must join in the execution of such amendment for the entire lot or lots to be counted as joining in such amendment, or to count as one whole vote in an election. However, the owners may be counted as a fractional interest or vote, as provided in the following subsection.

**c)** In the event that only part of the record owners join in the execution of such amendment or vote in an election only the fractional ownership of such lot or lots as reflected by the deed of record in the County Clerk's Office of Burnet County, Texas, shall be counted towards the seventy five (75%) per cent or sixty (60%) per cent amount needed to amend or only a fractional vote will be counted. If the deed does not reflect the actual fractional ownership it will be presumed for these purposes that each party shown on the deed owns an equal amount, this shall be true notwithstanding any unrecorded agreements otherwise.

3. **Subdivided Lots and Declarant Property.** Subdivided lots for both voting as a member or for amendment of this declaration shall count as one lot. To be a valid "subdivided lot or lots" such subdivision must have been approved by the ACC, all necessary governmental authorities and recorded properly in the County Clerk's Office of Burnet County, Texas, for 180 days prior to such vote or amendment. Lots which are divided by metes and bounds and not by a platted resubdivision will not be considered as a "Subdivided lot or lots" for voting as a member or for amendment of this declaration, but will be considered a single lot with more than one owner, unless division by metes and bounds was done by the Oak Vista, Inc or Big Leaf, Ltd. or approved by the ACC in that case the lots will be the same as approved subdivided lots with one vote each. The subdivision of lots 89 and 90 are hereby approved. Those part lots, if any, left over under Article VIII, (1), be shall be counted as a whole or complete lot. Large tracts and unsubdivided acreage still in the name of the Declarant shall be counted on the basis of one (1) acre being counted as one lot.

#### **ARTICLE IV. POWER AND DUTIES OF THE ASSOCIATION**

OAK VISTA PROPERTY OWNERS ASSOCIATION shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable: provided however, nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

1. **Roads.** The Association is charged with the duty and responsibility of maintaining all roads within the Subdivision as shown on the Subdivision Plat or any Resubdivision Plats for Oak Vista Subdivision of record in the office of County Clerk of Burnet County, Texas, until such time as said road shall be dedicated to the County of Burnet, Texas, and the County of Burnet, or the City of Burnet the proper governmental authority does undertake and assume responsibility for the maintenance of said roads. In addition the Association shall maintain any and all golf cart paths or hike and bike trails that may be created.

2. **Enforcement.** To enforce this Declaration either in its own name or in the name of any owner within the Subdivision. Provided however, this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the property owners, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided.

3. **Borrowing.** To borrow money by and through the Board of Directors, provided the borrowing of funds is approved and sanctioned by a two thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

4. **Expenditures.** The Association shall have the right to expend its funds for any of the above mentioned purposes and for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the property owners in the Oak Vista Subdivision. This shall include the ownership of land and the operation of recreational facilities.

**ARTICLE V.**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

- 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: a) annual assessments or charges, and b) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- 2. Uniform Rate.** The annual assessments shall be fixed at a uniform rate for all lots as determined by the Board of Directors, and shall be collected on an annual basis.
- 3. Commencement and Due Date of Annual Assessments.** The annual assessment shall commence upon the determination of the Board of Directors that said funds are necessary for exercising the powers and duties of conferred upon the association by Article IV hereof. The Board of Directors shall fix the amount of each such annual assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every owner subject hereto by the Board of Directors.
- 4. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any Subdivision road or easement to preclude the foreclosure of any property upon which said roads are situated provide that any such assessment shall have the assent of two thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.
- 5. Notice and Quorum for any Action Authorized Under Article V.** Written notice of any meeting called for the purpose of taking any action authorized under Article V shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, being twelve and one half per cent (12.5%). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 6. Non Payment of Assessments - Remedies of the Association.** Assessments shall be due and payable on a date established by the Board of Directors in any calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the highest rate allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the assessment, and the interest, costs, and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment and to foreclose the lien against each lot retained herein. Any Owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies, which may legally exist, and such remedies shall be considered as cumulative.

7. **Purposes of Assessments.** Annual assessment and special assessments shall be assessed for the purpose of providing maintenance and capital improvements to the roads and easements within the subdivision providing access to each lot until such time as the County of Burnet, or City of Burnet, Texas, both accepts the dedication of such roads and agree to fully maintain them; for the further purpose of preventing any foreclosure of any Property upon which such roads are situated; enforcing these covenants, conditions, and restrictions; maintaining the Association; and exercising those powers and duties conferred upon the Association By Article IV above and this declaration. The Association may collect funds for this purpose by creating a sinking or contingency fund from annual assessments, or may secure said funds by special assessment, or through the combination thereof.

8. **Subordination of Assessment Liens:** The annual assessment lien and special assessment lien provided for herein shall be subordinated to and shall be secondary and inferior to all other prior or subsequent voluntary liens established on said property by means of a Deed Trust or Builder's and Mechanic's Lien Contract. The assessment liens shall not be subordinated to any tax liens, judgment liens or other similar non-voluntary liens.

9. **Subordination to the Veterans Land Board of the State of Texas:** The annual assessment and special assessment liens provided for herein shall not apply to land held by the Veterans Land Board of the State of Texas. The assessment shall be considered a personal obligation of the contract holder. When the Veterans Land Board no longer has any interest in the land, the annual assessment lien and special assessment liens provided for herein shall once again apply in full force and effect, including any past due assessments accrued under the name of the contract holder when such contract holder or his heirs or assigns acquire fee simple title to the property.

#### **ARTICLE VI. TEMPORARY MANAGEMENT BY DECLARANT**

Prior to December 31, 2012, Declarant shall have the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association in the same way and manner as though all of such powers and duties had been reserved to the Declarant alone.

#### **ARTICLE VII. PROPERTY RIGHTS**

Every owner shall have an easement of use for himself, his successors and assigns, and their invitees, in, over, across and through Subdivision roads shown on the Subdivision Plat constructed by the Declarant for the purpose of providing vehicular and pedestrian ingress and egress to each lot. Declarant shall dedicate said roads to the public and said easement is granted until such time as the County of Burnet, or the City of Burnet, Texas, accepts such dedication.

Declarant or ACC may approve the change, abandonment, rerouting, widening, creation of any subdivision roads or easements. All such changes must be approved in writing and filed of record in the manner prescribed by law.

#### **ARTICLE VIII. USE RESTRICTIONS**

1. **USE OF PROPERTY.** The use of the property shall be as follows:

- a. All lots, except as provided in section b. of Article VIII below, shall be used for residential purposes only.
  
- b. 178.686 acres, described in a deed from Oak Vista, Inc. to the City of Burnet in Volume 572, Page 740 of the Real Property Records of Burnet County, Texas, to which reference is here made for a full and complete description and being out of and a part of Lots number 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 60, 61, 62, 63, 64, 65, 66, 67 and 68 of Oaks Vista Subdivision as shown of record in Cabinet 1, Slide 183C of the Plat Records of Burnet County, Texas and as amended and additionally 11.64 acres out of and a part of Lots 6 and 7, of Oaks Vita Subdivision as shown of record in Cabinet 1, Slide 183C of the Plat Records of Burnet County, Texas and as amended and being more fully described in a deed to the City of Burnet in a Deed dated December 18, 2001, recorded in Volume 1032, Page 988 of the Official Public Record of Burnet County, Texas may be used for governmental purposes, but only as provided herein. In the event that the 178.686 acres and the 11.64 acres are owned by a governmental authority and used for governmental purposes then in such event none of the covenants, conditions and restrictions set out herein or the original declaration of covenants, conditions and restrictions as amended by the first amendment thereto shall apply to the 178.686 acres and the 11.64 acres during the time of such ownership and use. In the event that the 178.686 and the 11.64 acres are not owned by a governmental authority and used for governmental purposes then the 178.686 and the 11.64 acres shall be used for residential purposes only and all of the covenants, conditions, and restrictions set out herein shall apply to these lots.

A governmental authority shall be defined as the State of Texas or any agency or department of the State of Texas, the City of Burnet and Burnet County. A governmental authority shall not mean a Public Facility Corporation or any other corporation created to aid, assist or act on behalf of a governmental authority. If any part of the above property is deeded or transferred to a Public Facility Corporation or any other corporation created to aid, assist or act on behalf of a governmental authority, the covenants, conditions, and restrictions set out herein shall apply to such property and such property shall be used for residential purposes only.

Use for governmental purpose shall not include any use as a jail, prison, detention center or any facility for housing, detaining, holding, transporting, processing or prosecuting prisoners, inmates or detainees regardless of whether or not the property is owned by a governmental authority.

Notwithstanding any provision herein, including Article XII, Section 4 regarding exiting structures and improvements, in the event any bond holder or trustee on behalf or any holders of bonds issued to finance improvements on any portion of the property shall foreclose on or be deeded any portion of the property or in anyway acquire a property interest in any part of the property described in this section, then the covenants, conditions, and restrictions set out herein shall apply to such property and the property shall be used for residential purposes only and any non-conforming uses shall immediately cease.

The 178.686 acres and the 11.64 acres not may be subdivided by replatting or divided by metes and bounds without written approval from the ACC and complying with all laws and regulations governing subdividing, replatting or dividing property.

2. **SQUARE FOOTAGE REQUIREMENT.** All single family dwellings shall contain a minimum of 1,600 square feet of floor space, exclusive of open porches, breezeways, carports and garages.

3. **APPROVAL OF PLANS.** All plans and specifications for all single family residences shall be approved by the architectural control committee prior to the starting of construction. No single family residences or other structure may be constructed without the approval of the ACC.

4. **COMPLETION.** All residences must be completely finished on the exterior in accordance with normal construction standards before being occupied. The exterior shall be finished within six (6) months of the start of construction. Small trailers may be permitted while the residence is being constructed, however construction of the entire residence must be completed within 18 months.

5. **LOCATION OF WELLS AND SEPTIC.** The ACC must approve in writing the location of any well or septic prior to the drilling of the well or construction of the septic system.

6. **LOTS ADJOINING GOLF COURSE AND AIRPORT.** Lots adjoining the Delaware Springs Golf Course when platted or replatted may have setbacks, easements and conditions shown on the plat different from other lots in the subdivision. Lots adjoining the Burnet City Airport of the Plat Records of Burnet County, Texas and may have the ability to house airplanes and enter the Burnet City Airport. Amended and/or additional restrictions may be filed by the Declarant concerning these lots after they are platted notwithstanding any limitations herein relating to amendments hereto. The Declarant or the ACC shall have the right to make all needed variances with respect to any such lots. Such variances shall be in writing.

7. **CONSTRUCTION OF RESIDENCES.** All residences shall be recognized standard construction with the exterior first floor walls of a least fifty (50%) per cent composed of stone, masonry or stucco. Hardy Plank, Hardy Siding, fiber-cement siding, cement fiber board and equivalent products will not qualify as stone, masonry or stucco, such products may be used in the construction of the residences, but not as a substitute for stone, masonry or stucco. In computing such percentage all gables, window and door openings shall excluded form the total area of exterior walls.

All residences shall be finished with roofing material, paint, trim and other exterior treatments that blend with the existing housing in a tasteful manner, such finishing shall be approved by the ACC. The ACC judgment in this matter shall be final.

Any residences constructed prior to the date of this amendment are approved as constructed, however any additions to such existing residences must comply with this requirement.

8. **MANUFACTURED HOMES AND RELOCATED HOMES.** No manufactured home or relocated home may be placed on any lot. A manufactured home shall mean a home that is constructed on a remote location and moved, in whole or in major parts, to the lot. A relocated home is any structure constructed on a remote site and moved in whole or in major parts, to the lot and shall include older or previously occupied homes or buildings. The ACC shall have the sole authority to determine what is a manufactured home and what is a relocated home.

The ACC may determine that certain homes which are constructed in whole or in part at a remote site are in fact modular homes and may be approve by the ACC. Any such approve must be in writing and any such modular homes must complied with all other requirements of this Declaration.

In the event that any court shall enter an order that would have the effect of allowing a manufactured home or relocated home to be placed on any lot, prior to the placement of such home on a lot all other requirements of this Declaration must be complied and the ACC has the power to make additional requirements that would make any such home resemble the other homes in the subdivision.

These addition requirements shall include, but not be limited to, additional stone or masonry, a roof with sufficient overhang, a type of exterior construction that would blend with the other houses in the Subdivision and other requirements the ACC may deem necessary to achieve the over all building plan in the subdivision. Failure to request and receive such guidelines and rulings from the ACC shall be a violation of this Declaration.

9. **SUBDIVISION OF LOTS.** No lot may be resubdivided without the written approval of the Declarant or the ACC. Such written approval must appear on any plat filed for record or be filed in the Real Property Records. All such resubdivided lots must provide for set back lines and easements as provided herein or on the plat of the subdivision. The Declarant or the ACC can grant variance to such set back lines and easements. All such resubdivisions must comply with all governmental rules and regulations applicable to the property.

10. **SET BACK LINES.** Building as used herein shall mean a primary residence, garage, out building, storage shed or other structure temporary or permanent. Variations from these requirements may be granted in individual cases where tract size or topography makes these requirements impractical, but any such variation must have the written approval of the Declarant or the ACC.

- A) For the all lots located in replats in recorded in Cabinet 3, Slide 1A (except lots 141 and 145), Cabinet 3, Slide 73A-C and Cabinet 3, Slide 123B-D the following building set back lines will apply: No building shall be located nearer than 20 feet to a front lot line or to any side street lot line. No building shall be located nearer than 10 feet to any side or back lot line.
- B) For lots 141 and 145 shown in a replat in Cabinet 4, Slide 42B the following building set back lines will apply: No building shall be located nearer than 50 feet to a front lot line or to any side street lot line. No building shall be located nearer than 25 feet to any side or back lot line. These set back lines are more restrictive than those show on the plat and will supercede those shown on the plat.
- C) For lot 142A shown in a replat in Cabinet 4, Slide 42B the following building set back lines will apply: No building shall be located nearer than 20 feet to a front lot line or to any side street lot line. No building shall be located nearer than 10 feet to any side or back lot line.
- D) For all other lots the following building set back lines will apply: No building shall be located nearer than 50 feet to a front lot line or to any side street lot line. No building shall be located nearer than 25 feet to any side or back lot line.

11. **EASEMENTS.** There is reserved an easement or right of way over a strip 15 feet in width along the front boundary line and 10 feet in width along the side and rear boundary lines for the purpose of installation or maintenance of utilities by private or public authority and for drainage.

12. **ACCESS.** Access to public streets or thoroughfares from all lots in the subdivision will be by way of or onto the roads or streets constructed within the Subdivision. No other easement or roads will be permitted unless approved in writing by the Declarant or the ACC. Roads and easements may be created and constructed which will connect the Subdivision with the Delaware Springs Golf Course, the subdivision generally known as Delaware Springs, property owned on this date by Susan and Glenn Morris, and property owned by Dan and Linda McBride.

13. **NUISANCE.** No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, violate any public law, or which is opposed to the purposes of these

restrictions. The lot and improvements shall not be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas fumes or other materials or used for large public gatherings.

14. **TRASH, STORAGE, VEHICLE REPAIRS.** No trash, ashes, vegetation or other refuse may be thrown, placed, kept or dumped on any of the lots. Trash, garbage and other waste shall not be permitted except in sanitary containers. Properly constructed compost piles shall be allowed.

15. **ANIMALS.** No animal may be raised, boarded or bred for commercial purposes on any lot. 4-H and FFA projects shall not be considered commercial purposes. All domestic animals shall be contained within the boundaries of the owner's property or in the control of a responsible individual. No livestock or fowl shall be raised, kept or bred on any lot except that there may be one (1) animal unit for each acre in excess of two (2) acres, with a fraction of an acre to be considered as a full acre. (E.g., on 2.0 acres no animal unit allowed; on 2.5 acres one (1) animal unit allowed; on 3.2 acres two (2) animal units allowed.) For the purpose hereof, one (1) animal unit shall mean either one (1) horse, one (1) cow (with calf), or three (3) sheep or goats, three (3) fowl, but no swine. If the Declarant or the ACC receives two (2) or more complaints about an animal the Declarant or the ACC may declare the animal a nuisance and the owner shall remove the animal from the property. Excessive numbers of domestic animals may constitute a nuisance.

16. **SEWAGE DISPOSAL.** All residences shall be equipped with approved sanitary plumbing fixtures and shall be connected to an approved septic system or central sewage system. Approval shall be from the proper governmental authority.

17. **PARKING.** No truck, bus, trailer, automobile, recreational vehicle shall be left parked in the street in front of any lot except for construction and repair equipment while a residence is being built or repaired.

18. **VEHICLES AND ABANDONED VEHICLES.** Abandoned vehicles or equipment shall not be kept on any lot. Vehicles or equipment shall be deemed abandoned if it is not in a condition to be driven by its own power with normal accessories and stays in such condition for 30 days or more. This restriction shall not apply to vehicles or equipment stored inside a fully enclosed garage or building.

19. **REPAIR OF VEHICLES.** No auto repair work, which requires more than one (1) day to complete, will be allowed on any lot. This restriction shall not apply to repair work inside a fully enclosed garage or building.

20. **SIGNS.** No signs shall be displayed on any lot without the written approval of the Declarant or the ACC. Notwithstanding the foregoing owners may place a sign not to exceed 2 square feet in size displaying their name.

21. **OIL AND MINING OPERATION.** No drilling, development, refining, quarrying, mining or prospecting operations for any minerals or other matter shall be conducted on any lot. This shall not apply to the removal of topsoil and gravel on lot 13 & 36.

22. **USE AS DWELLING.** No truck, trailer, trailer house, mobile home, boat, motor home, camper, tent, shack or garage shall ever be used as a dwelling, either temporary or permanent. The ACC may grant the right for very short term use of use of a motorhome or trailer.

23. **GOOD REPAIR.** All residences and other buildings must be in a good state of repair and must be painted or repaired when necessary to preserve the attractiveness thereof.

24. **DRIVEWAYS.** No owner may block any drainage ditch, including road ditches. When necessary for drainage a drain will be installed all driveways where they connect to any subdivision road.

25. **MODEL HOMES.** The Declarant or the ACC shall have authority to approve the use of a lot for a model home and approve any restrictions on such use to include, but not limited to, hours open, signs, parking and length of time such house may be used as a model home.

26. **USE OF CERTAIN EASEMENTS.** In the event that easements are created for golf carts or for hike and bike trails, no motorcycles, motorized all terrain vehicles, motorized three wheel vehicles, dirt bikes, motorized off road vehicles or any vehicles with a loud exhaust or engines shall be allowed on such easements. Golf carts, both electrical and gasoline powered, shall be permitted. Gasoline powered carts shall not create a loud noise. The Declarant or the ACC shall have the power to pass additional rules and regulations for the use of such easements. The word "bike" in "hike and bike" shall mean a bicycle that is not motorized.

27. **CONSTRUCTION.** All construction sites shall be kept in an orderly and neat condition. All material and trash which might be blown by the wind shall be kept in a secured container or condition. The contractor may maintain such facilities as may be reasonably necessary and convenient for such construction including but not limited to offices, storage areas, equipment and other items generally associated with normal construction. The ACC shall have the right to require a contractor to clean up his building site and be the sole judge if such building activities meet the standards set out herein.

28. **HAZARDOUS MATERIALS AND ENVIRONMENTAL HAZARDS.** The lot and improvements thereon shall not be used for any purpose that is in violation of any environmental law.

29. **FIREARMS AND HUNTING.** No hunting shall be allowed within the subdivision. No discharge of firearms shall be allowed within the subdivision, except for self-defense or shooting of snakes and varmints in an area with no firing lines to other dwellings or with a shotgun.

30. **RULES AND REGULATIONS BY ACC.** The Declarant and the ACC shall have the authority to make additional rules and regulations where allowed herein and to additionally make rules and regulations to clarify the provisions hereof.

#### **ARTICLE IX. SEVERABILITY**

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.

#### **ARTICLE X. DURATION AND AMENDMENT**

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Declarant, the owner of any lot subject to these Declarations, their heirs and successors and assigns, the ACC, or the Association, for a term of twenty (20) years from the date the Original Declaration is recorded, (the original Declaration not this amended Declaration) after which time the same shall be automatically extended for successive periods of ten (10) years. Except as herein above expressly provided, the provisions hereof may be amended during the

first twenty (20) year period only by an instrument signed by not less than seventy five percent (75%) of the lot owners and thereafter by an instrument signed by not less than sixty percent (60%) of the lot owners. Any amendment must be properly recorded in County Clerk's Office of Burnet County, Texas. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration any time prior to the time it has conveyed fifty percent (50%) of the lots in said subdivision, resubdivided lots shall be included in the count of total lots. Large tracts and unsubdivided acreage still in the name of the Declarant shall be counted on the basis of one (1) acre being counted as one lot.

## **ARTICLE XI.**

### **ARCHITECTURAL CONTROL COMMITTEE**

1. **CREATION OF ACC.** There is hereby created an Architectural Control Committee, herein called the ACC. The ACC Shall consist of three members who shall be appointed by the Declarant who shall serve until December 31, 2012 ("initial term"). In the event that a vacancy occurs during the initial term, the Declarant or its successors and assigned shall appoint a new member to serve during the unexpired part of the initial term. If the Declarant fails to make such appointment within 30 days the remaining members of the ACC may make the appointment.

2. **ELECTION OF MEMBERS OF ACC.** Prior to the end of the initial term or immediately (within 120 days) after the end of the initial term, the ACC shall request the Association to hold an election wherein each Owner may cast votes as provide in Article III. The Declarant shall be considered an Owner for voting purposes in ACC elections and may cast votes as calculated in Article III. The Association shall notify all Owners either by regular mail, postpaid, or publication of the time and place of the election, at least 14 days before the date of the election. If by publication, such notice shall be published twice in a local newspaper having general circulation in the City of Burnet with the first notice being published at least 14 days before the date of election. Should the Association not act within 90 days to hold such election or if no Association exists or is operating, the ACC shall call and conduct the election. In the event that neither the ACC or Association act, the Declarant or ten (10%) per cent of the Owners may call and conduct the election.

At the meeting for election, fifty per cent (50%) of the Owners shall constitute a quorum. Owners may vote by proxy and such proxies will be counted to establish a quorum. Cumulative voting will not be permitted. The Owners shall elect three (3) members to the ACC who shall each serve two (2) year terms. Members of the ACC whose terms have expired shall serve until their successors are elected.

3. **VACANCY.** If an elected member resigns or ceases to serve on the ACC, the directors of the Association shall appoint a replacement member to the ACC or if no Association exist, or if the directors of the Association fail or refuse to make such appointment within 30 days of being notified of the vacancy the remaining members of the ACC may make such appointment.

4. **BIANNUAL ELECTION.** The Association or the ACC if the Association does not exist or is not operational shall call for a biannual election for members of the ACC in the same manner as set out in Section 2. above, during the first quarter of each even numbered years.

5. **TERM OF OFFICE.** The term of office of the first elected members of the ACC shall begin on April 1, 2007, and expire March 31, 2009. Terms of subsequent members shall be for 2 years, beginning on April 1 of each even year (0 being an even year).

6. **RECALL.** Upon the receipt of a petition containing the names of fifty per cent (50%) of the owners an election will be called as provided in section 4 above for the recall of the member or members of the ACC named in the petition. Such names on the recall petition must be obtained within a 90 day period. The election for new members if such recall election is successful shall be held at the same meeting immediately following the recall election. No recall election may be had until after the year 2009.

## **ARTICLE XII**

### **ARCHITECTURAL CONTROL**

1. **APPROVAL BY ACC.** No building, garage, barn shed, storage house, wall, fence, driveway, sidewalk, parking area, animal stall and facilities, or other improvements shall be erected, placed on any lot nor shall any major exterior addition change to or alteration thereof be made until the plans and specifications therefor and a plat showing the location thereof in relation to property lines, building lines, easements, and surrounding structures shall have been approved by a majority of the ACC. All applications to the ACC and all actions of the ACC shall be in writing and copies of its action shall be retained in its office.

In making decisions the ACC shall take into consideration the following:

- a. The effect that the improvement or alteration requested may have upon the view of the natural terrain and scenery from surrounding structures;
- b. The effect of the improvements or alterations may have on trees and the environment;
- c. That all improvements and alterations harmonize with the surrounding structures existing at the time of application or approved from construction); and
- d. That all improvements and alterations comply with the terms and conditions contained elsewhere in this instruments and amendments thereto.

2 **DEVIATIONS.** Except for, Section 1 of Article VIII, the ACC may approve deviations from this Declaration for unusual conditions that would not, in their sole opinion, detract from the overall intent of these Restrictions. Any deviations shall require the approval of all members of the ACC then serving and the ACC shall have the final authority as to such deviations and their findings and decisions shall be final and conclusive.

3. **FEES.** The ACC may establish a fee schedule to help defray cost of its operation.

4. **EXISTING STRUCTURES AND IMPROVEMENTS.** All existing structures and improvements shall be deemed to have been approved by the ACC, provided such structures and improvements were in compliance with all the terms and conditions of the Declaration in existence at the time of construction.

All other terms, conditions, and provisions of said Declaration are hereby ratified and affirmed and carried forward as of the effective date of said Declaration.

IN WITNESS WHEREOF, Oak Vista, Inc., the Declarant herein, and joined by the undersigned property owners has herein caused this instrument to be executed effective the 21<sup>st</sup> day of December, 2007.

**Big Leaf, Ltd., a Texas Limited Partnership**

By: Billy Joe Fox

**Billy Joe Fox, President**

**Little Leaf, Inc., General**

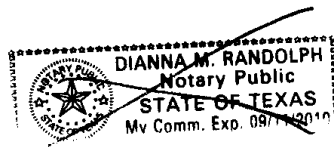
**Partner**

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 21<sup>st</sup> day of December, 2007, by BILLY JOE FOX, President of Little Leaf, Inc., General Partner of Big Leaf, Ltd., on behalf of said corporation and in such capacity.

(seal)



Mikki Joy  
Notary Public State of Texas



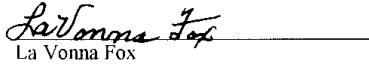
## LOT OWNERS

### Name of Owners

### Lot Description

  
Billy Joe Fox

Lot 1

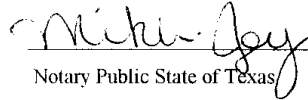
  
La Vonna Fox

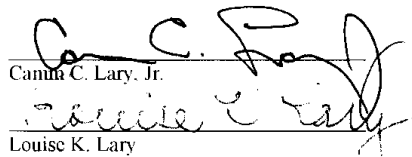
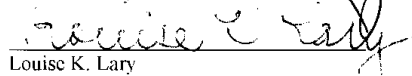
STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 21st day of December, 2007, by Billy Joe Fox and La Vonna Fox.

(seal)



  
Notary Public State of Texas

  
Camm C. Lary, Jr.  
  
Louise K. Lary

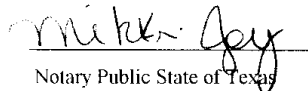
Lot 4, a replat of lots 75 and 76

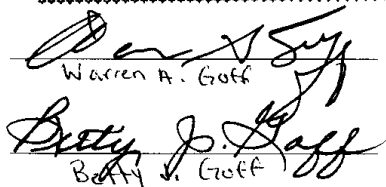
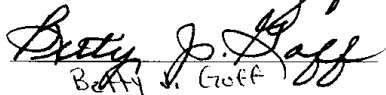
STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 21st day of December, 2007, by Camm C. Lary, Jr. and Louise K. Lary.

(seal)



  
Notary Public State of Texas

  
Warren A. Goff  
  
Betty J. Goff

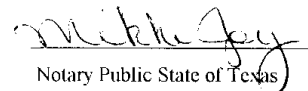
1.13 ac out of  
Lot 97 and Lot 98

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Warren A. Goff and  
Louise, Betty J. Goff

(seal)



  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Ray Frady  
Ray Frady  
Helen B. Frady  
Helen B. Frady

Lot 70B

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Ray Frady and wife,  
Helen B. Frady

(seal)



Mikki Joy  
Notary Public State of Texas

H. Wayne Jones  
H. Wayne Jones  
Louise B. Jones  
Louise B. Jones

Lot 70A

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by H. Wayne Jones and wife,  
Louise B. Jones

(seal)

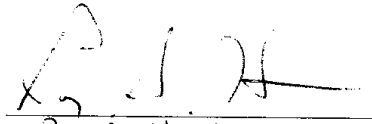


Mikki Joy  
Notary Public State of Texas

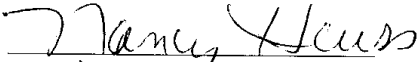
## LOT OWNERS

### Name of Owners

### Lot Description

  
Roy A. Heuss

Lot 137 and Lot 140

  
Nancy Heuss

STATE OF TEXAS

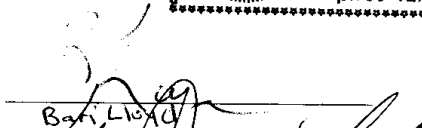
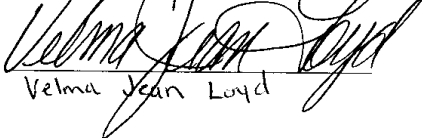
COUNTY OF BURNET

This instrument was acknowledged before me on the 26th day of December, 2007, by Roy Heuss and wife, Nancy Heuss.

(seal)



  
Notary Public State of Texas

  
Barri Lloyd  
  
Velma Jean Lloyd

Lot 101 and Lot 102

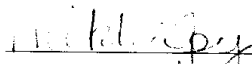
STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 26th day of December, 2007, by Barri Lloyd and wife, Velma Jean Lloyd.

(seal)



  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Lydia A. Coffman  
Lydia A. Coffman  
James H. Coffman  
James H. Coffman

Lot 24

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 2nd day of December, 2007, by James H. Coffman  
and wife, Lydia A. Coffman

(seal)



Mikki Joy  
Notary Public State of Texas

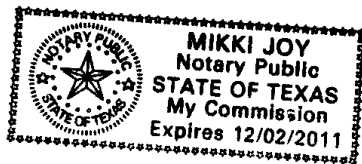
J C Evans  
J C Evans  
Phyllis A. Evans  
Phyllis A. Evans

Lot 77

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 2nd day of December, 2007, by J C Evans and wife  
Phyllis A. Evans

(seal)



Mikki Joy  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Frederick W. Dieter Jr.  
Frederick W. Dieter

Lot 18

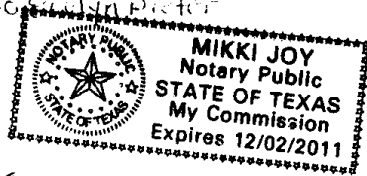
Jo Evelyn Dieter  
Jo Evelyn Dieter

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 24th day of December, 2007, by Frederick W. Dieter Jr.  
and Jo Evelyn Dieter

(seal)



Mikki Joy  
Notary Public State of Texas

9.97a Ac out of  
Lot 10

Ralph Herter  
Ralph Herter

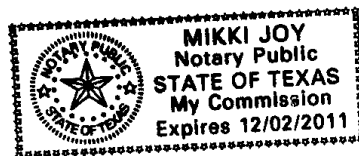
Jeffie L. Herter  
Jeffie L. Herter

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 24th day of December, 2007, by Ralph Herter and wife,  
Jeffie L. Herter.

(seal)



Mikki Joy  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Olivia D. Gowin  
Olivia D. Gowin

Lot 18

Ezekiel D. Gowin  
Ezekiel D. Gowin

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 26 day of December, 2007, by Olivia D. Gowin +  
Ezekiel D. Gowin.

(seal)

[Signature]  
Notary Public State of Texas

Pasty J. Smith  
Pasty J. Smith, A widow

Lot 2

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 26 day of December, 2007, by Pasty J. Smith.

(seal)



[Signature]  
Roger D. Smith  
[Signature]  
Stephani D. Smith

[Signature]  
Notary Public State of Texas

Lot 22

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 26th day of December, 2007, by Roger D. Smith  
and wife, Stephani D. Smith

(seal)



[Signature]  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Judy Wittekiend  
Judy Wittekiend

Lot 72

Ken Wittekiend

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Ken Wittekiend  
and wife, Judy Wittekiend

(seal)

Mikki Joy  
Notary Public State of Texas

Nancy G. Sane  
Nancy G. Sane

1,002 ac out of  
Lot 85

Robert P. Sane  
Robert P. Sane

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Nancy G. Sane  
and wife, Robert P. Sane

(seal)



Mikki Joy  
Notary Public State of Texas

Mary Ann Horn  
Mary Ann Horn  
Glenn Horn  
Glenn Horn

Lot 700

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Mary Ann Horn  
and her husband Glenn Horn

(seal)



Mikki Joy  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Glenn L. Peavy  
Glenn L. Peavy  
Pat Peavy  
Pat Peavy

1.06 ac out of  
Lot 88

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Glenn L. Peavy  
and Pat Peavy

(seal)



Mikki Joy  
Notary Public State of Texas

Jim D. Roundtree  
Jim D. Roundtree

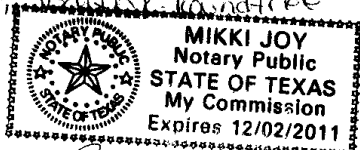
Lot 106

Judith K. Roundtree  
Judith K. Roundtree

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Jim D. Roundtree  
and Judith K. Roundtree

(seal)



Mikki Joy  
Notary Public State of Texas

Ronald L. Rosignol  
Ronald L. Rosignol

Lot 123

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Ronald L. Rosignol

(seal)



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Debra Dickens  
Debra Dickens

Lot 25

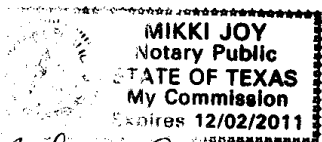
Steve Dickens  
Steve Dickens

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 28<sup>th</sup> day of December, 2007, by Debra Dickens and her husband Steve Dickens

(seal)



Mikki Joy  
Notary Public State of Texas

J. Nelson Lynn  
Judy Lynn

Lot 17B

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 27<sup>th</sup> day of December, 2007, by J. Nelson Lynn and wife Judy Lynn



Dianna M Randolph  
Notary Public State of Texas

Lot

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2007, by

(seal)

\_\_\_\_\_  
Notary Public State of Texas

## LOT OWNERS

Name of Owners

Lot Description

\_\_\_\_\_  
\_\_\_\_\_

Lot

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2007, by

(seal)

\_\_\_\_\_  
Notary Public State of Texas

\_\_\_\_\_  
\_\_\_\_\_

Lot

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2007, by

(seal)

\_\_\_\_\_  
Notary Public State of Texas

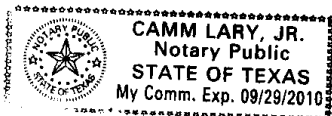
*Rosemary Gonzalez*  
Rosemary Gonzalez  
*Domingo Gonzalez*  
Domingo Gonzalez

Lot 112

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 26<sup>th</sup> day of December, 2007, by *Domingo Gonzalez and wife,*  
*Rosemary Gonzalez*

(seal)



*[Signature]*  
\_\_\_\_\_  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Larry C Firestone  
Larry C. Firestone

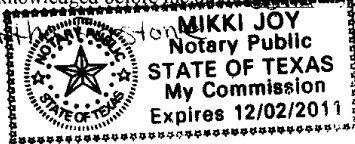
1.0 ac out of  
Lot 86

Martha Firestone  
Martha Firestone

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Larry C Firestone  
and wife Martha Firestone

(seal)



Mikki Joy  
Notary Public State of Texas

Michael J Kelley  
Michael J Kelley  
Paula Kelley  
Paula P Kelley

Lot 131

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Michael J Kelley  
and wife, Paula P. Kelley

(seal)



Mikki Joy  
Notary Public State of Texas

Robert S Werline  
Robert S Werline

Lot 103

Pegee Pebworth Werline  
Pegee Pebworth Werline

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Robert S. Werline  
and wife, Pegee Pebworth Werline

(seal)



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Patricia Middlebrooks  
Patricia Middlebrooks

Lot 27A

Edward L. Middlebrooks  
Edward L. Middlebrooks

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Patricia Middlebrooks and Edward L. Middlebrooks



Mikki Joy  
Notary Public State of Texas

Edward L. Middlebrooks  
Edward L. Middlebrooks

Lot 27B

Nancy Middlebrooks  
Nancy Middlebrooks

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Edward L. Middlebrooks and wife, Nancy Middlebrooks



Mikki Joy  
Notary Public State of Texas

Jill Wittekind  
Jill Wittekind  
Stewart Wittekind  
Stewart Wittekind

Lot 120

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Stewart Wittekind and wife, Jill Wittekind



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Ginger Ricey  
Quint Riley

5.0 acre of  
Lot 86

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 28 day of December, 2007, by Quint Riley  
and Ginger Ricey

(seal)



Louise K Lary  
Notary Public State of Texas

\_\_\_\_\_  
Lot

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2007, by

(seal)

\_\_\_\_\_  
Notary Public State of Texas

\_\_\_\_\_  
Lot

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2007, by

(seal)

\_\_\_\_\_  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

David E. Overley  
David E. Overley

Lot 90A

Charlotte M. Overley  
Charlotte M. Overley

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 26<sup>th</sup> day of December, 2007, by David E. Overley  
and Charlotte M. Overley

(seal)



Mikki Joy  
Notary Public State of Texas

Sandi R. Davis  
Sandi R. Davis

Lot 108

Christopher M. Davis  
Christopher M. Davis

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 2nd day of December, 2007, by Christopher M. Davis  
and wife, Sandi R. Davis

(seal)



Mikki Joy  
Notary Public State of Texas

James M. Boyle  
James M. Boyle

Lot 126

Janice K. Boyle  
Janice K. Boyle

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 2nd day of December, 2007, by James M. Boyle  
and wife, Janice K. Boyle

(seal)

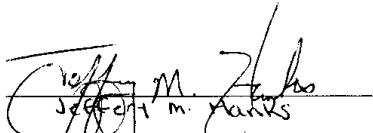
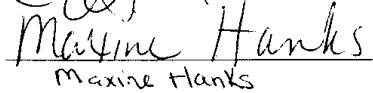


Mikki Joy  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

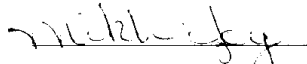
  
Jeffrey M. Hanks  
  
Maxine Hanks

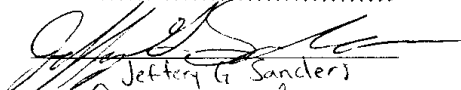
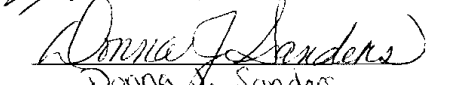
Lot 27C

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22<sup>nd</sup> day of December, 2007, by Jeffrey M. Hanks  
and wife, Maxine Hanks



  
Notary Public State of Texas

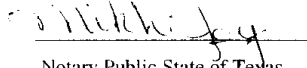
  
Jeffrey G. Sanders  
  
Donna J. Sanders

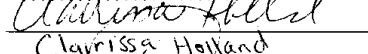
Lot 109

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22<sup>nd</sup> day of December, 2007, by Jeffrey G. Sanders  
and wife, Donna J. Sanders



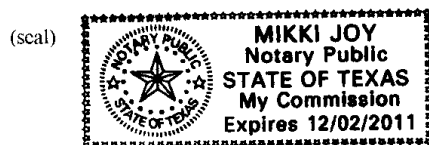
  
Notary Public State of Texas

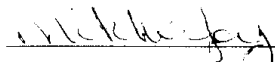
  
Clarissa Holland  
  
Matthew Holland

Lot 39

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22<sup>nd</sup> day of December, 2007, by Matthew Holland  
and wife, Clarissa Holland.



  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

DeAnne Maisano  
DeAnne Maisano  
Dino Maisano  
Dino Maisano

Lot 90C

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Dino Maisano and wife,  
DeAnne Maisano

(seal)



Mikki Joy  
Notary Public State of Texas

Glenda  
Lanette Lough  
Glenda Lanette Lough  
William J. Lough  
William J. Lough

Lot 36

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by William J. Lough  
and wife, Glenda Lanette Lough



(seal)

Mikki Joy  
Notary Public State of Texas

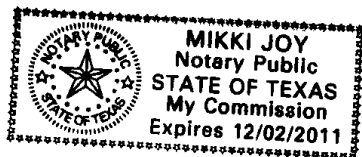
Kr  
Crystal D. Syphrett  
Crystal D. Syphrett

Lot 2 replat

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Kenneth A. Syphrett  
and wife, Crystal D. Syphrett

(seal)



Mikki Joy  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Judy Humphreys  
Judy Humphreys  
George Humphreys  
George Humphreys

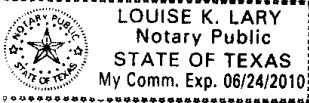
State of Texas  
County of Burnet  
STATE OF TEXAS  
COUNTY OF BURNET

Lot 4

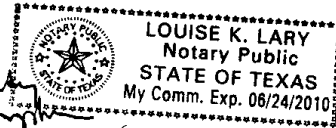


This instrument was acknowledged before me on the 26th day of December, 2007, by George Humphreys.

This instrument was acknowledged before me on the 24 day of December, 2007, by



(seal)



Notary Public State of Texas

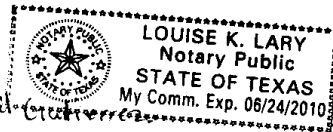
Manuel Gutierrez  
Manuel Gutierrez

2.599 Ac out of  
Lot 80  
10 ac out of  
Lot 81

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 24 day of December, 2007, by

Manuel Gutierrez



(seal)

Notary Public State of Texas

Robert W. Halfmann  
Robert W. Halfmann

Virginia D. Halfmann  
Virginia D. Halfmann

12.2 Ac out of  
Lot 84  
1.5 Ac out of  
Lot 84

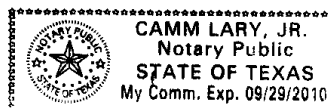
STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 24 day of December, 2007, by

Virginia D. Halfmann.

Robert W Halfmann

(seal)



Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Evelyn P. Cherry  
Evelyn P. Cherry, Sole Trustee  
sole trustee

Lot '0

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 24 day of December, 2007, by Evelyn P. Cherry, sole Trustee.



(seal)

Louise K Lary  
Notary Public State of Texas

Dewey Peacock  
Dewey Peacock  
Sherri Peacock  
Sherri Peacock

Lot 8

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 24 day of December, 2007, by Dewey Peacock  
Sherri Peacock



(seal)

Louise K Lary  
Notary Public State of Texas

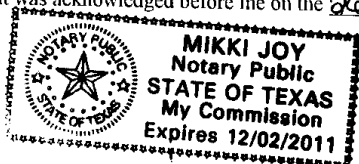
Mike Fountaine  
Mike Fountaine  
April Fountaine  
April Fountaine

Lot 121

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 26 day of December, 2007, by Mike Fountaine and wife April Fountaine



(seal)

Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

[Signature]  
Sam Wilson  
[Signature]  
Robin Wilson

Lot 3 replat

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 23 day of December, 2007, by Sam Wilson + Robin Wilson



LOUISE K. LARY  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 06/24/2010

[Signature]  
Notary Public State of Texas

(seal)

[Signature]  
Angela Daudle Kennedy

Lot 1 replat

[Signature]  
Terry Kennedy

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 23 day of December, 2007, by Angela Daudle Kennedy + Terry Kennedy



LOUISE K. LARY  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 06/24/2010

[Signature]  
Notary Public State of Texas

(seal)

[Signature]  
Leon O. Billig

Lot 5 replat

[Signature]  
Virginia Billig

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 24 day of December, 2007, by Leon Billig + Virginia Billig



LOUISE K. LARY  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 06/24/2010

[Signature]  
Notary Public State of Texas

(seal)

LOT OWNERS

Name of Owners

Lot Description

Michael A. Childers  
Michael A. Childers  
Sharon V. Childers  
Sharon V. Childers

Lot 124 and Lot 125

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Michael A. Childers and wife, Sharon V. Childers



Mikki Joy  
Notary Public State of Texas

Kevin B. Schwausch  
Kevin B. Schwausch  
Angela Schwausch  
Angela Schwausch

Lot 89A

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Kevin B. Schwausch and wife, Angela Schwausch.



Mikki Joy  
Notary Public State of Texas

Adrian D. Connolly  
Adrian D. Connolly  
Clinton Connolly  
Clinton Connolly

Lot 89C

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Clinton Connolly and wife, Adrian Connolly

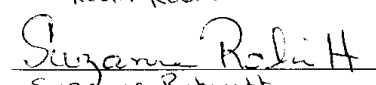


Mikki Joy  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

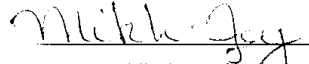
  
Kevin Robinett  
  
Suzanne Robinett

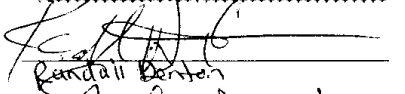
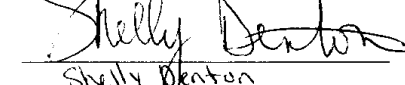
Lot 110 and Lot 41

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Kevin Robinett and wife, Suzanne Robinett



  
Notary Public State of Texas

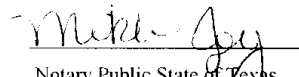
  
Randall Denton  
  
Shelly Denton

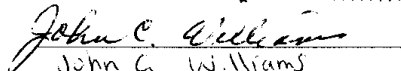
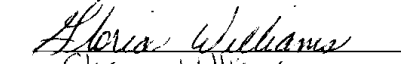
Lot 107

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by Randall Denton and wife, Shelly Denton.



  
Notary Public State of Texas

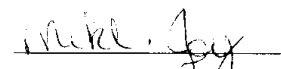
  
John C. Williams  
  
Gloria Williams

Lot 111

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 22nd day of December, 2007, by John C. Williams and wife, Gloria Williams



  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Sharon Billac  
Sharon Billac  
Pete Billac  
Peter S. Billac

Lot 13A, 14, 15

STATE OF TEXAS  
COUNTY OF BURNET

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on 28th day of December, 2007.

This instrument was acknowledged before me on the 24 day of December, 2007, by

Sharon Billac

(seal)



[Signature]  
Notary Public State of Texas

Doug Coats  
Doug Coats  
Donita Coats  
Donita Coats

Lot 135

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 24 day of December, 2007, by Doug Coats + Donita Coats

(seal)



[Signature]  
Notary Public State of Texas

[Signature]

Lot 17, 142A

Kerry Carroll, President  
Kerry Carroll, President

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 26th day of December, 2007, by Kerry Carroll, President of K Bar Custom Homes, Inc.

(seal)



[Signature]  
Notary Public State of Texas

STATE OF TEXAS  
COUNTY OF BURNET



I hereby certify that this instrument was FILED on this date  
and at the time stamped hereon by me and was duly  
RECORDED in the OFFICIAL PUBLIC RECORDS OF  
BURNET COUNTY TEXAS.

Janet Parker  
County Clerk  
Burnet County, Texas

By *[Signature]*  
DEPUTY

0715691

FILED

2007 DEC 28 PM 2:40

JANET PARKER  
COUNTY CLERK  
BURNET COUNTY, TEXAS

SCANNED

COUNTY OF BURNET

123B-D; Cabinet 3, Slide 161B; and Cabinet 4, Slide 42B of the Plat Records of Burnet County, Texas.

WHEREAS, due to a dispute with the County of Burnet about the wording of Article VIII, 1 (b), in the Fourth of the Declaration of Covenants, Conditions, and Restrictions as recorded under clerk file number 0715691 of the Official Public Records of Burnet County, Texas, it is necessary to make this amendment:

WHEREAS, the undersigned owners are joining in this amendment of the Declaration of Covenants, Conditions, and Restrictions of the property described herein:

NOW, THEREFORE, Declarant and the undersigned owners do file this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions, and as amended by the First, Second, Third and Fourth Amendments to Declaration of Covenants conditions and Restrictions, hereby amending said Amended Declaration as follows:

**The Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions reads as follows:**

**ARTICLE VIII.  
USE RESTRICTIONS**

1. **USE OF PROPERTY.** The use of the property shall be as follows:
  - a. All lots, except as provided in section b, of Article VIII below, shall be used for residential purposes only.
  - b. 178.686 acres, described in a deed from Oak Vista, Inc. to the City of Burnet in Volume 572, Page 740 of the Real Property Records of Burnet County, Texas, to which reference is here made for a full and complete description and being out of and a part of Lots number 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 60, 61, 62, 63, 64, 65, 66, 67 and 68 of Oaks Vista Subdivision as shown of record in Cabinet 1, Slide 183C of the Plat Records of Burnet County, Texas and as amended and additionally 11.64 acres out of and a part of Lots 6 and 7, of Oaks Vita Subdivision as shown of record in Cabinet 1, Slide 183C of the Plat Records of Burnet County, Texas and as amended and being more fully described in a deed to the City of Burnet in a Deed dated December 18, 2001, recorded in Volume 1032, Page 988 of the Official Public Record of Burnet County, Texas may

be used for governmental purposes, but only as provided herein. In the event that the 178.686 acres and the 11.64 acres are owned by a governmental authority and used for governmental purposes then in such event none of the covenants, conditions and restrictions set out herein or the original declaration of covenants, conditions and restrictions as amended by the first amendment thereto shall apply to the 178.686 acres and the 11.64 acres during the time of such ownership and use. In the event that the 178.686 and the 11.64 acres are not owned by a governmental authority and used for governmental purposes then the 178.686 and the 11.64 acres shall be used for residential purposes only and all of the covenants, conditions, and restrictions set out herein shall apply to these lots.

A governmental authority shall be defined as the State of Texas or any agency or department of the State of Texas, the City of Burnet and Burnet County. A governmental authority shall not mean a Public Facility Corporation or any other corporation created to aid, assist or act on behalf of a governmental authority. If any part of the above property is deeded or transferred to a Public Facility Corporation or any other corporation created to aid, assist or act on behalf of a governmental authority, the covenants, conditions, and restrictions set out herein shall apply to such property and such property shall be used for residential purposes only.

Use for governmental purpose shall not include any use as a jail, prison, detention center or any facility for housing, detaining, holding, transporting, processing or prosecuting prisoners, inmates or detainees regardless of whether or not the property is owned by a governmental authority.

Notwithstanding any provision herein, including Article XII, Section 4 regarding existing structures and improvements, in the event any bond holder or trustee on behalf of any holders of bonds issued to finance improvements on any portion of the property shall foreclose on or be deeded any portion of the property or in anyway acquire a property interest in any part of the property described in this section, then the covenants, conditions, and restrictions set out herein shall apply to such property and the property shall be used for residential purposes only and any non-conforming uses shall immediately cease.

The 178.686 acres and the 11.64 acres not may be subdivided by replatting or divided by metes and bounds without written approval from the ACC and complying with all laws and regulations governing subdividing, replatting or dividing property.

**The Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions is hereby amended to read as follows:**

**ARTICLE VIII.  
USE RESTRICTIONS**

1. **USE OF PROPERTY.** The use of the property shall be as follows:
  - a. All lots, except as provided in section 1. b. of Article VIII below, shall be used for residential purposes only.
  - b. 178.686 acres, described in Exhibit "A" and attached hereto and made a part hereof, out of and a part of Lots number 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 60, 61, 62, 63, 64, 65, 66, 67, and 68 may be used for governmental purposes. In the event that the 178.686 acres are owned by a governmental authority and/or used for governmental purposes then in such event none of the covenants, conditions and restrictions set out herein or the original declaration of covenants, conditions and restrictions as amended by the first amendment thereto shall apply to the 178.686 acres. The 178.686 may be used in part or together with other property for any governmental purpose or for any governmental authority. In the event that the 178.686 acres is not owned by a governmental authority and/or used for governmental purposes then the 178.686 shall be used for residential purposes only and all of the Covenants, conditions, and restrictions set out herein shall apply to these lots.

The 178.686 acres may be replatted Declarant, its successors and assigns and any such lot lines, roads or easements on or across the existing plat of the 178.686 acres may be moved or vacated in the replat. No approval from the property owners, the Declarant, the association, or the ACC shall be required or necessary provided such replat is approved by the proper governmental authorities and filed for record as required by law.

In the event that the 178.686 acres is owned by a governmental authority and/or used for governmental purposes then the lots and portion of lots in the 178.686 acres shall not be counted as a part of the total number of lots in the Subdivision. The governmental authority shall not be a member of the association, shall not be considered a property owner, may not vote in any election provided for herein and shall have no rights under this declaration. In determining the total number of lots in the subdivision, for all purposes, the lots or portion of lots in the 178.686 acres will not be counted. This shall include, but not be limited to all calculations of percentages, total

number of lots, number of owners, number of members, for voting, quorums and all other matters under this declaration. These lots shall not be considered a part of the Subdivision for any purpose. Several lots are only partly in the 178.686 acres, the remainder of these lots will be considered a whole lot in the Subdivision.

All other terms, conditions, and provisions of said Declaration are hereby ratified and affirmed and carried forward as of the effective date of said Declaration.

IN WITNESS WHEREOF, Oak Vista, Inc., the Declarant herein, and joined by the undersigned property owners has herein caused this instrument to be executed effective the 8<sup>th</sup> day of January, 2008.

**Big Leaf, Ltd., a Texas Limited Partnership**

By: Billy Joe Fox  
**Billy Joe Fox, President**  
**Little Leaf, Inc., General**  
**Partner**

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2008, by BILLY JOE FOX, President of Little Leaf, Inc., General Partner of Big Leaf, Ltd., on behalf of said corporation and in such capacity.

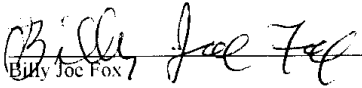


Dianna M. Randolph  
Notary Public State of Texas

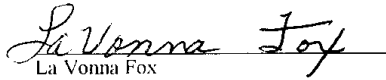
## LOT OWNERS

### Name of Owners

### Lot Description

  
Billy Joe Fox

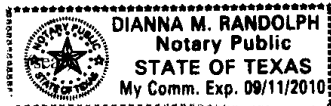
Lot 1

  
La Vonna Fox

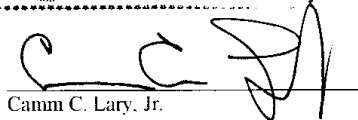
STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2008, by Billy Joe Fox and La Vonna Fox.



  
Notary Public State of Texas

  
Camm C. Lary, Jr.

Lot 4, a replat of lots 75 and 76

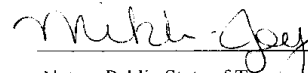
Louise K. Lary

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 9<sup>th</sup> day of January, 2008, by Camm C. Lary, Jr. and Louise K. Lary.



  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Stewart Witter  
Julia Witter

Lot 120

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9<sup>th</sup> day of January, 2008, by Stewart Witter and  
 Mikki Joy  
Notary Public State of Texas

David Paul  
Gregory Witter Riley

50 ac out of  
Lot 86

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9<sup>th</sup> day of January, 2008, by Gregory Riley  
and wife, Gregory Witter Riley

(seal)  **MIKKI JOY**  
Notary Public  
STATE OF TEXAS  
My Commission  
Expires 12/02/2011

Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Matthew Holland  
Matthew Holland

Lot 39

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 24<sup>th</sup> day of January, 2008, by Matthew Holland



Mikki Joy  
Notary Public State of Texas

STONE CANYON HOMES, INC.

Lot 139

John Cearley

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 24<sup>th</sup> day of January, 2008, by John Cearley



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

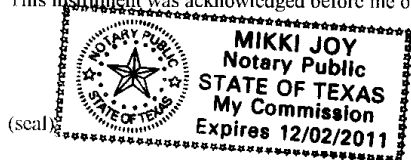
Lot Description

Michael A. Childers

Lot 124 and  
125

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Michael A. Childers



Mikki Joy  
Notary Public State of Texas

Lupe Gutierrez  
Manuel Gutierrez

2.549 ac out of  
Lot 80  
1.0 ac. out of  
lot 81

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Manuel Gutierrez  
and wife Lupe Gutierrez



Mikki Joy  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

J.D. Roundtree

Lot 106

Judith Roundtree

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Jim D Roundtree  
and wife Judith Roundtree.



Mikki Joy  
Notary Public State of Texas

Diana Webb

Lot 113

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Diana Webb



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

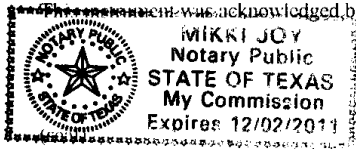
Lot Description

John Charles Williams

Lot 111

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 4th day of January, 2008, by John Charles Williams



Mikki Joy  
Notary Public State of Texas

Nancy P. Middlebrooks  
Ed Middlebrooks

Lot 27B

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 4th day of January, 2008, by Ed Middlebrooks  
and wife, Nancy P. Middlebrooks



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

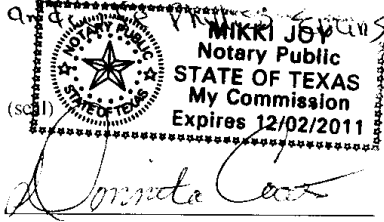
J. Evans  
Phyllis Evans

Lot Description

Lot 77

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by J.C. Evans



Mikki Joy  
Notary Public State of Texas

Lot 135

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Donnita Coats



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

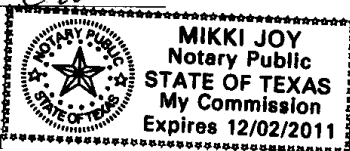
Lot Description

Chris Davis

Lot 108

Sandi Davis

STATE OF TEXAS  
COUNTY OF BURNET



This instrument was acknowledged before me on the 9th day of January, 2008, by Chris Davis  
and wife, Sandi Davis

(seal)

Mikki Joy  
Notary Public State of Texas

Kevin Schwab

Lot 89A

Angela Schwab



This instrument was acknowledged before me on the 9th day of January, 2008, by Kevin Schwab  
and wife, Angela Schwab

(seal)

Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Michael J. Kelley  
Paula Kelley

Lot 131

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 24th day of January, 2008, by Michael J. Kelley  
and wife Paula Kelley

(seal)



Mikki Joy  
Notary Public State of Texas

William J. Lough

Lot 130

Glenda L. Lough

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 24th day of January, 2008, by William J. Lough  
and wife, Glenda L. Lough

(seal)



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

K Bert Custom Homes, Inc

Lot 117 & 142A

Kerry Carroll, President

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Kerry Carroll  
President of K Bert Custom Homes, Inc



Mikki Joy  
Notary Public State of Texas

H Wayne Jones, M.D.

Lot 70A

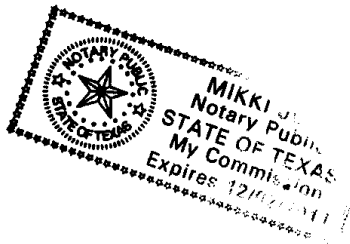
Louise B Jones

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by H. Wayne Jones, M.D.  
and wife, Louise Jones

(seal)



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

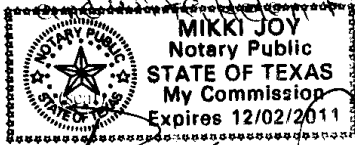
Lot Description

Ray Frady  
Helen B. Frady

Lot 70B

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Ray Frady  
Helen B. Frady



Mikki Joy  
Notary Public State of Texas

[Signature]  
Shelly Denton

Lot 107

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Randall Denton  
and wife, Shelly Denton.



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

[Signature]  
Roger Smith

Lot

112

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Roger Smith



[Signature]  
Notary Public State of Texas

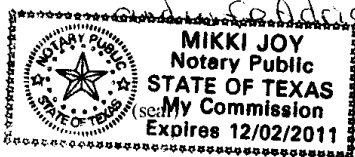
Adrian Connolly  
Clinton Connolly

Lot

89C

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Clinton Connolly



[Signature]  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

W. H. Goff  
Betty J. Goff

4.13 ac out of  
Lot 97 &  
98

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 8th day of January, 2008, by W. H. Goff  
and wife, Betty J. Goff



Mikki Joy  
Notary Public State of Texas

Robert P. Lane

1.002 ac out of  
Lot 95

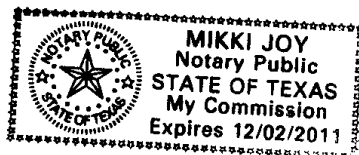
Nancy D. Lane

STATE OF TEXAS  
COUNTY OF BURNET



This instrument was acknowledged before me on the 9th day of January, 2008, by Robert P. Lane  
and wife, Nancy D. Lane

(seal)



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Larry C. Firestone

1.0 ac ac out of  
Lot 85

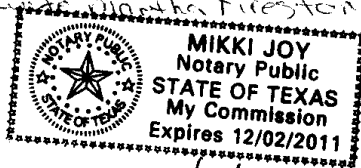
Martha Firestone

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Larry C. Firestone  
and wife Martha Firestone.

(seal)



Mikki Joy  
Notary Public State of Texas

Tiffany M. Hanks  
Maxine L. Hanks

Lot 27C

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Tiffany M. Hanks  
and wife, Maxine L. Hanks.

(seal)



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

  
Donna J. Sanders

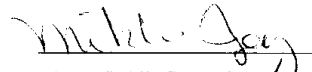
Lot 109

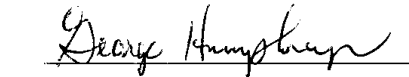
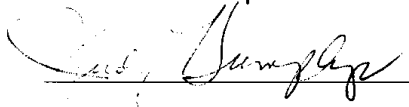
STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 6<sup>th</sup> day of January, 2008, by Jeff Sanders  
and Donna J. Sanders.

(seal)



  
Notary Public State of Texas

  
George Humphrey  


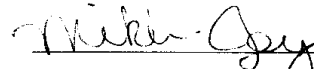
Lot 4

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 6<sup>th</sup> day of January, 2008, by George Humphrey

(seal)



  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

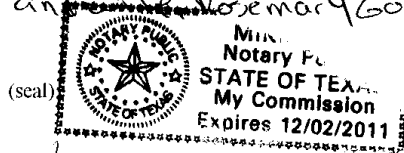
Domingo Gonzalez

Lot 112

Rosemary Gonzalez

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Domingo Gonzalez  
and Rosemary Gonzalez



Mikki Joy  
Notary Public State of Texas

Patricia Middlebrooks

Lot 27A

Ed Middlebrooks

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Patricia Middlebrooks  
and Ed Middlebrooks

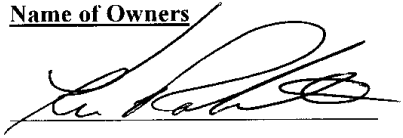


Mikki Joy  
Notary Public State of Texas

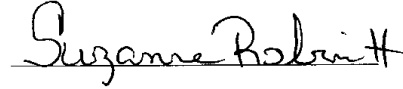
LOT OWNERS

Name of Owners

Lot Description



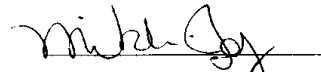
Lot 40 and 41

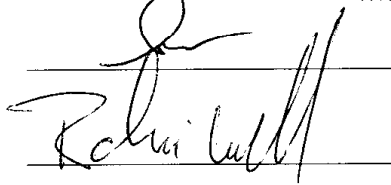


STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Kevin Robinett  
and Suzanne Robinett



  
Notary Public State of Texas

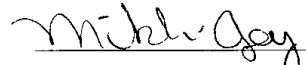


Lot 3

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Samuel Wilson,  
and wife, Robin Wilson.



  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Frederick Dietrich

Lot 18

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Frederick Dietrich.



Mikki Joy  
Notary Public State of Texas

Mary Ann Horn  
Glenn Horn

Lot 700

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Glenn Horn and wife, Mary Ann Horn.



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Brad D. Shelton  
Brad D. Shelton

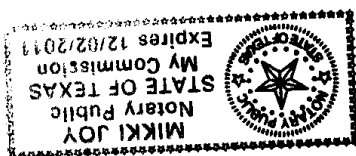
Lot Description

Lot 19

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9<sup>th</sup> day of January, 2008, by Brad D. Shelton

(seal)



L. Shelton Sam

Mikki Joy  
Notary Public State of Texas

Lot 17B

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2008, by L. Shelton Sam

(seal)



Dianna M. Randolph  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

D & E Only

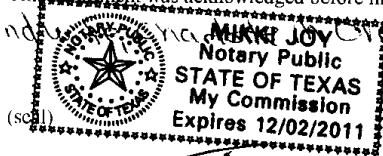
Lot 90A

Charlotte M. Querley

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by

and D & E Only.



Mikki Joy  
Notary Public State of Texas

[Signature]

Lot 90C

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 7th day of January, 2008, by Dino Maisano

(seal)



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Jeffrey L. Herter  
Wife

9.972 ac out of  
Lot 10

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 04th day of January, 2008, by

Jeffrey L. Herter  
WIFE  
STATE OF TEXAS  
My Comm. Expires 12/02/11

Mikki Joy  
Notary Public State of Texas

Tricia Goff  
James H. Goff

Lot 24

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 04th day of January, 2008, by James H. Goffman  
and wife, Lydia Goffman

Mikki Joy  
Notary Public State of Texas

(SC11)



LOT OWNERS

Name of Owners

Lot Description

Burgess Living Trust

Lot 1 of 89E

Michael A. Burgess  
Michael A. Burgess, Trustee

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Michael A. Burgess, Trustee, Burgess Living Trust.



Mikki Joy  
Notary Public State of Texas

Robert Werlin

Lot 103

Pagee Rebworth Werlin

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Robert Werlin  
Pagee Rebworth Werlin



Mikki Joy  
Notary Public State of Texas

## LOT OWNERS

### Name of Owners

### Lot Description

Ezekiel D. Grown  
Olivia D. Grown

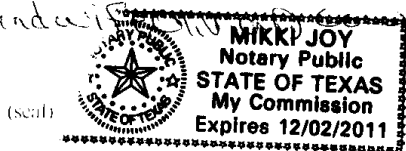
Lot

118

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Ezekiel D. Grown  
and wife, Olivia D. Grown



Mikki Joy  
Notary Public State of Texas

Lloyd D. Sullivan

Lot 1.0 acre

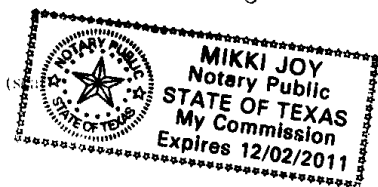
pt of lot 81

Margaret C. Sullivan

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Lloyd D. Sullivan  
and wife, Margaret C. Sullivan



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Evelyn P. Cherry  
Evelyn P. Cherry, Sole Trustee

Lot 6

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by



Mikki Joy  
Notary Public State of Texas

KK  
Kristal D. Syphrett

Lot 2 replat

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 9th day of January, 2008, by Kenneth Syphrett  
and wife, Crystal D Syphrett.



Mikki Joy  
Notary Public State of Texas

LOT OWNERS

Name of Owners

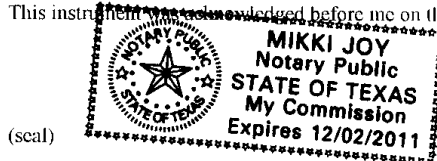
Lot Description

*Ken Witterkiend*  
KEN WITTERKIEND  
*Judy Witterkiend*  
JUDY WITTERKIEND

Lot 92

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 4th day of January, 2008, by Ken Witterkiend  
and wife, Judy Witterkiend.



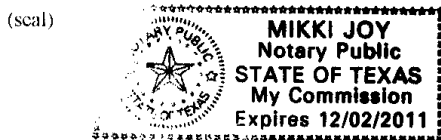
*Mikki Joy*  
Notary Public State of Texas

*Dan E. McBride*  
*Linda J. McBride*

Lot

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the 4th day of January, 2008, by Dan E. McBride  
and wife, Linda J. McBride



*Mikki Joy*  
Notary Public State of Texas

LOT OWNERS

Name of Owners

Lot Description

Shanell Nagle

1840

Mike Nagle

Lot 1.0  
pt. of lot 81+82

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 4th day of January, 2008, by Mike Nagle



Mikki Joy  
Notary Public State of Texas

Marylyn Thur

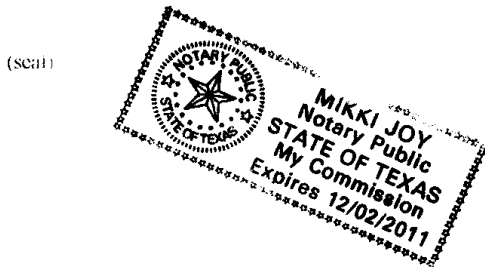
Lot ~~1.0 acre~~  
~~part of lot 81+82~~

Jack Thur

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 4th day of January, 2008, by Jack Thur  
and wife, Marylyn Thur



Mikki Joy  
Notary Public State of Texas

STATE OF TEXAS  
COUNTY OF BURNET



I hereby certify that this instrument was FILED on this date  
and at the time stamped hereon by me and was duly  
RECORDED in the OFFICIAL PUBLIC RECORDS OF  
BURNET COUNTY TEXAS.

Janet Parker  
County Clerk  
Burnet County, Texas

By

DEPUTY

0800372

FILED

2008 JAN 11 AM 11:09

JANET PARKER  
COUNTY CLERK  
BURNET COUNTY, TEXAS

SCANNED



**OAK VISTA SUBDIVISION**  
**SIXTH AMENDMENT TO DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF BURNET   §**

**WHEREAS**, that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 318, Page 629 of the Deed Records of Burnet County, Texas (the **“Declaration”**) pertains to the property described therein (the **“Property”**); and

**WHEREAS**, the Declaration was amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Volume 321, Page 989 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Volume 571, Page 741 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended and restated by the Third Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions as Amended recorded in Volume 951, Page 935 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended and restated by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions as Amended recorded under clerk file number 0715691 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended and restated by the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions as Amended recorded under clerk file number 0800372 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, BIG LEAF, LTD., a Texas limited partnership (the **“Declarant”**), is the Declarant under the Declaration; and

**WHEREAS**, Article X of the Declaration, as amended, authorizes the Declarant to amend the Declaration so long as the Declarant has not conveyed at least 50% of the lots in the subdivision encumbered thereby; and

**WHEREAS**, pursuant to Article III, Section 3 of the Declaration un-subdivided acreage owned by Declarant shall be counted on the basis of one (1) acre being counted as a lot;

**WHEREAS**, Declarant currently owns approximately 540 un-subdivided acres in the subdivision;

**WHEREAS**, as a result of the foregoing, as of the date hereof, Declarant has not yet conveyed 50% of the lots in the subdivision of the Property; and

**WHEREAS**, due to changing conditions and the need to make certain changes and clarifications, Declarant desires to further amend the Declaration with this Sixth Amendment to Declaration of Covenants, Conditions and Restrictions;

**NOW, THEREFORE**, Declarant does file this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (the “**Sixth Amendment**”) hereby amending the Declaration, as amended, as follows:

**SECTION 1.** Article VIII, Section 7 of the Declaration is amended to read as follows:

7. **CONSTRUCTION OF RESIDENCES.** All residences shall be recognized standard construction with first floor exterior walls of at least fifty percent (50%) stone, masonry, or stucco. Hardy Plank, Hardy Siding, fiber-cement siding, cement fiber board and equivalent products will not qualify as stone, masonry, or stucco; such products may be used in the construction of residences, but not as a substitute for stone, masonry, or stucco. The exterior wall square footage subject to this requirement shall be determined by: (i) measuring the perimeter of the residence and multiplying by the height of the first floor wall, i.e. the height from the floor to the flat ceiling; and then (ii) deducting from this total the exterior square footage of all the first floor window and door openings. The ACC shall approve these calculations and the ACC judgment in this matter shall be final.

All residences shall be finished with roofing material, paint, rim, and other exterior treatments that blend with the existing housing in a tasteful manner, such finishing shall be approved by the ACC. The ACC judgment in this matter shall be final. Any residences constructed after the date of this amendment and any additions to residences constructed prior to the date of this amendment must comply with this requirement.

**SECTION 2.** A new Article XIII of the Declaration is added to read as follows:

**ARTICLE XIII**

**ACCESS RIGHTS**

For purposes of this provision:

- (i) "Lot 13-H" shall mean Lot 13-H, Replat of Tract 13 Oak Vista, a subdivision in Burnet County, Texas, as shown by plat recorded in Cabinet 2, Slides 188C, of the Plat Records of Burnet County, Texas;
- (ii) "Lot 13-S" shall mean Lot 13-S, Replat of Tract 13 Oak Vista, a subdivision in Burnet County, Texas, as shown by plat recorded in Cabinet 2, Slides 188C, of the Plat Records of Burnet County, Texas;
- (iii) "Lot 13-T" shall mean Lot 13-T, Replat of Tract 13 Oak Vista, a subdivision in Burnet County, Texas, as shown by plat recorded in Cabinet 2, Slides 188C, of the Plat Records of Burnet County, Texas; and
- (iv) "Adjacent Tract 1" shall mean that certain 852.19 acre tract of land in Burnet County, Texas, being more particularly described in that certain Warranty Deed with Vendor's Lien recorded in Volume 1020, Page 834 of the Official Public Records of Burnet County, Texas.
- (v) "Adjacent Tract 2" shall mean that certain 264.38 acre tract of land in Burnet County, Texas, being more particularly described in that certain Assumption Warranty Deed recorded as Document No. 201707270 of the Official Public Records of Burnet County, Texas.
- (vi) Adjacent Tract 1 and Adjacent Tract 2 together shall herein be referred to as the "Adjacent Property".

Notwithstanding any provision herein to the contrary, any and all restrictions or provisions hereof that operate to: (i) prohibit access to and from the Adjacent Property across Lot 13-H from the subdivision roads, including Patton Trail (as depicted on the plat recorded in Cabinet 2, Slides 188C, of the Plat Records of Burnet County, Texas); (ii) prohibit access to and from Adjacent Tract 2 across Lot 13-S and/or Lot 13-T from the subdivision roads, including Patton Trail (as depicted on the plat recorded in Cabinet 2, Slides 188C, of the Plat Records of Burnet County, Texas); or (iii) prohibit or restrict the use of any roads in the subdivision by any current or future owner of the Adjacent Property, are hereby waived and released. The intent of this waiver and release is to allow the owner(s) of Lot 13-H, 13-S and 13-T to construct driveways across such lots to connect the Adjacent Property to the subdivision roads, and to allow all current and future owners of all or any portion of the Adjacent Property to use the roads (public and private) within the Property and such driveways to access County Road 100 and US Highway 281 without restriction.

**SECTION 3.** Declarant does represent and warrant that the recitals hereto are true, correct and accurate and incorporated herein. All other terms, conditions, and provisions of the Declaration, as amended, are hereby ratified and affirmed and carried forward as of the effective date of said Declaration.

**IN WITNESS WHEREOF**, the Declarant has caused this instrument to be executed effective this 16<sup>th</sup> day of May, 2018.

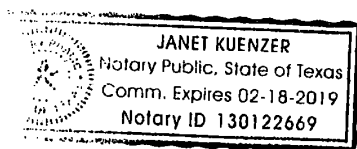
BIG LEAF, LTD., a Texas limited partnership

By: Little Leaf, Inc., a Texas corporation,  
its general partner

By: LaVonna Fox  
Name: LaVonna Fox  
Title: President

THE STATE OF TEXAS    §  
                                     §  
COUNTY OF BURNET    §

This instrument was acknowledged before me on May 16<sup>th</sup>, 2018, by LaVonna Fox, President of Little Leaf, Inc., a Texas corporation, on behalf of said corporation as general partner of Big Leaf, Ltd., a Texas limited partnership.



Janet Kuenzer  
Notary Public in and for the State of Texas



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

5/25/2018 1:35:36 PM

FEE: \$28.00

201805506

RES



**OAK VISTA SUBDIVISION**  
**SEVENTH AMENDMENT TO DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF BURNET   §**

**WHEREAS**, that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 318, Page 629 of the Deed Records of Burnet County, Texas (the "**Declaration**") pertains to the property described therein (the "**Property**"); and

**WHEREAS**, the Declaration was amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Volume 321, Page 989 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Volume 571, Page 741 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended and restated by the Third Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions as Amended recorded in Volume 951, Page 935 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended and restated by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions as Amended recorded under clerk file number 0715691 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended and restated by the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions and Restatement of Original Declaration of Covenants, Conditions and Restrictions as Amended recorded under clerk file number 0800372 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Declaration was further amended by the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the Deed Records of Burnet County, Texas; and

**WHEREAS, BIG LEAF, LTD., a Texas Limited Partnership (the "Declarant"), is the developer of the Property; and**

**WHEREAS, Article X of the Declaration, as amended, authorizes the Declarant to amend the Declaration; and**

**WHEREAS, as of the date hereof, Declarant has not yet conveyed 50% of the lots in the subdivision of the Property considering that large tracts and unsubdivided acreage still in the name of the Declarant shall be counted on the basis of one acre being counted as one lot; and**

**WHEREAS, due to changing conditions and the need to make certain changes and clarifications, Declarant desires to further amend the Declaration with this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions;**

**NOW, THEREFORE, Declarant does file this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (the "Seventh Amendment") hereby amending the Declaration, as amended, as follows:**

**SECTION 1. Article V of the Declarations is amended to add a new Section 4-A to read as follows:**

**4-A. SPECIAL ASSESSMENTS AGAINST BENEFITTED LOTS.** In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance of any Subdivision road or easement against each lot benefitted by such construction, reconstruction, repair, replacement, or maintenance, as determined by the Board of Directors. By way of example and without any limitation, a special assessment could be levied against the lots in the Wandering Oak Subdivision for work related to Wandering Oak Circle.

**SECTION 2. Article VIII of the Declarations is amended to add a new Section 6-A to read as follows:**

**6-A. OAK VISTA, SECTION TWO.** Notwithstanding any other requirement of these Declarations, the lots in Oak Vista, Section Two shall comply with the requirements of this Section and the recorded plat for Oak Vista, Section Two.

- A) All single family dwellings shall contain a minimum of 1,800 square feet of floor space, exclusive of open porches, breezeways, carports and garages.
- B) Any fencing on or along the perimeter of lots shall be constructed of black wrought iron only, except for masonry footings or columns, and

shall be no taller than four feet from the ground. All plans and specifications for such fencing shall be approved by the ACC prior to the starting of construction.

- C) Lots shall comply with the set back and other requirements as shown on the recorded plat for Oak Vista, Section Two.

**SECTION 3.** All other terms, conditions, and provisions of the Declaration, as amended, are hereby ratified and affirmed and carried forward as of the effective date of said Declaration.

**IN WITNESS WHEREOF**, the Declarant has caused this instrument to be executed effective this 14 day of April, 2021.

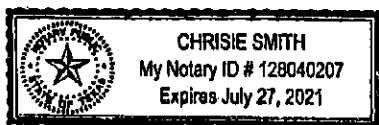
BIG LEAF, LTD., a Texas limited partnership

By: Little Leaf, Inc., a Texas corporation,  
its general partner

By: Louise K. Lary  
Name: Louise K. Lary  
Title: President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF BURNET   §

This instrument was acknowledged before me on April 14, 2021, by Louise K. Lary, President of Little Leaf, Inc., a Texas corporation, on behalf of said corporation as general partner of Big Leaf, Ltd., a Texas limited partnership.



Chrisie Smith  
Notary Public in and for the State of Texas



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

Janet Parker  
Janet Parker, County Clerk  
Burnet County Texas  
4/14/2021 9:25:50 AM  
FEE: \$34.00      202105908  
RES

202120777

ELECTRONICALLY RECORDED

Official Public Records

12/20/2021 3:05 PM



*Janet Parker*

Janet Parker, County Clerk

Burnet County, TX

Pages: 3 DEC Fee: \$34.00

**ENABLING DECLARATION OF THE OAK VISTA PROPERTY  
OWNERS ASSOCIATION "OVPOA, INC."**

**Date:** December 20, 2021

**Declarant:** Big Leaf, Ltd., a Texas limited partnership

**Declarant's Address:**

Big Leaf, Ltd.  
605B N. Water St.  
Burnet, Texas 78611

**Property Owners Association:** OVPOA, Inc. a Texas Nonprofit Corporation

**Property Owners Association's Address:** 605B N. Water St. Burnet, Texas 78611

**Subdivision:**

Oak Vista Subdivision as shown by Plat Recorded under Cabinet 1, Slide 183-C of the Plat Records of Burnet County, Texas and Wandering Oaks Subdivision, a subdivision contained within Oak Vista Subdivision as shown by Amended Plat recorded under Instrument No. 202109832 of the Official Public Records of Burnet County, Texas. The Property shall include any amendments, permutations, mutations or replats of the lots within the hereinabove described Subdivisions SAVE AND EXCEPT those portions of the hereinabove described Subdivisions that may have been conveyed as shown under Vol. 608, Pg. 19 of the Official Public Records of Burnet County, Texas and/or under Instrument No. 200712014 of the Official Public Records of Burnet County, Texas.

**WHEREAS**, the Oak Vista Subdivision Declaration of Covenants, Conditions, and Restrictions recorded under Vol. 318, Pg. 629 of the Official Public Records of Burnet County, Texas (hereinafter "Original Restrictions") created the Oak Vista Property Owners Association (hereinafter "the Association");

**AND WHEREAS**, the Original Restrictions were amended as shown under Vol. 321, Pg. 989, Vol. 571, Pg. 465, Vol. 951, Pg. 935 of the Deed Records of Burnet County, Texas and under Instrument No.'s 20071569, 200800372, 201805506 and 202105908 of the Official Public Records of Burnet County, Texas (hereinafter Collectively Referred to as the "CCR's");

**AND WHEREAS**, the CCR's require that every owner of a lot in the Subdivision be a member of the Association;

**AND WHEREAS**, the CCR's provide that the Association is charged with the duty and responsibility of maintaining all roads within the Subdivision as shown on the Subdivision Plat or any Resubdivision Plats for Oak Vista Subdivision of record in the office of the County Clerk of Burnet County, Texas until such time as said road shall be dedicated to the County of Burnet,

Texas and the County of Burnet, or the City of Burnet, or the proper governmental authority undertakes and assumes responsibility for the maintenance of said roads.

**AND WHEREAS**, the County, the City and/or the proper governmental authorities have declined to accept many of the roadways within the Subdivision for maintenance, **AND WHEREAS**, in order to assure passable and useable roadways, the Association must be formed and empowered to impose assessments to maintain the same;

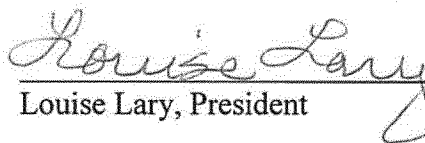
**AND WHEREAS**, the CCR's provide the Association with the authority to impose annual or special maintenance assessments to provide for the maintenance and capital improvements to the roads and easements with the Subdivision;

**AND WHEREAS**, Declarant desires to establish the Association to exercise those powers and perform those duties and to enforce the CCR's outlined herein;

**NOW THEREFORE**, Declarant appoints Louise Lary, Rachel Holcomb and Cody Henson as the initial Board of Directors of the Association to serve until the first meeting of the members is held, at which time a new Board of Directors will be elected by the members to serve in accordance with the Bylaws of the Association which will be approved by the initial Board of Directors and filed of record with the County Clerk of Burnet County, Texas;

**NOW THEREFORE**, Declarant hereby formally establishes the Oak Vista Property Owners Association and tasks the Association with exercising those powers and performing those duties as called for under the CCR's. The Declarant shall cause to be filed with the Texas Secretary of State Articles of Incorporation for OVPOA, Inc., which shall be a Texas Non Profit Corporation which shall be tasked with those powers and duties outlined under the CCR's and the Association shall also be governed thereby;

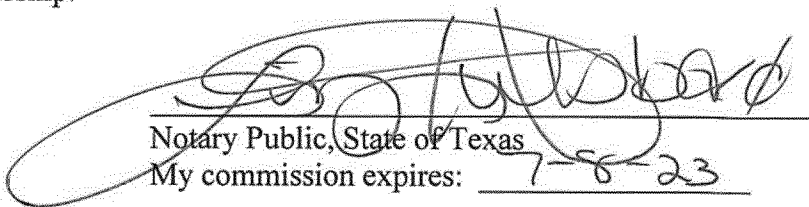
Big Leaf, Ltd., a Texas limited partnership, acting  
by and through its general partner, Little Leaf, Inc.,  
a Texas Corporation,

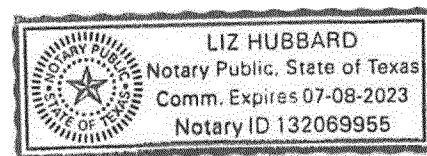
  
\_\_\_\_\_  
Louise Lary, President

STATE OF TEXAS )

COUNTY OF BURNET )

This instrument was acknowledged before me on December 20, 2021, by Louise Lary, President of Little Leaf, Inc., a Texas Corporation general partner, on behalf of Big Leaf, Ltd., a Texas limited partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 7-8-23



After recording, please return to:  
Henson & Rockafellow, PLLC  
117 E. Jackson St.  
Burnet, TX 78611  
Tel: (512) 756-4100  
Fax: (512) 756-2900