

**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;

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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 material and trash 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

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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 *Stephanie 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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JANET PARKER  
COUNTY CLERK  
BURNET COUNTY, TEXAS

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BURNET COUNTY, TEXAS

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