

STATE OF TEXAS
COUNTY OF LIVE OAK

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KNOW ALL MEN BY THESE PRESENTS:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VISTA FINA SUBDIVISION, UNIT ONE**

ARTICLE I

INTRODUCTION AND DECLARATION

WHEREAS, VISTA FINA DEVELOPMENT, LTD., a Texas limited partnership, hereinafter called "Declarant", is the owner of certain real property lying and situated in the Live Oak County, Texas, part of which is platted as VISTA FINA SUBDIVISION, UNIT ONE, which plat is recorded in Volume 3, Pages 126-128, Official Plat Records of Live Oak County, Texas;

WHEREAS, it was and now is deemed to be in the best interest of said Declarant, and all of the persons, corporations or other entities who might purchase property described and covered by the above mentioned plats and maps, that there be established and maintained a uniform plan for the improvements and development of the Lots covered hereby as restricted and model subdivisions; and,

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said subdivision and any common properties as may be added and desire to subject the real property described herein together with such additions as hereafter may be made thereto as provided in Article II, Paragraph 2.02, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

The Vista Fina Property Owners Association, Inc., a non-profit corporation, will be created under the laws of the State of Texas, whose directors will establish by-laws by which said Association shall be governed through its board of directors, for the purpose of exercising the functions detailed in this Declaration and further detailed in said Association's by-laws.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the following covenants, conditions and restrictions which shall be taken and deemed as covenants to run with the land, shall be binding upon all parties acquiring primary and subsequent ownership of any Lot or tract of land in said subdivisions. If any person or entity acquiring land, either as primary or subsequent purchasers, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons, or legal entity owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity, against the person, or entity, violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages and/or pursue other remedies for such violations.

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To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declare that the real property hereinafter described in Article II, Paragraph 2.01, ("the Property"), whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions"), hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each Lot becoming subject to this Declaration in favor of each and all other such Lots; to create privity of contract and estate between the grantees of such Lots, their heirs, successor and assigns; and to operate as covenants running with the land for the benefit of each and all such Lots becoming subject to this Declaration and the respective owners of such Lots, present and future.

ARTICLE II

PROPERTY

2.01 Property. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in the Live Oak County, Texas, part of which is platted as VISTA FINA SUBDIVISION, UNIT ONE, which plat is recorded in Volume 3, Pages 126-128, Official Plat Records of Live Oak County, Texas.

2.02 Other Additions. The Declarant reserves the right to bring within the scheme of this Declaration any additional lands which may be contiguous or adjacent to or within the vicinity of the land referred to in Article II, Paragraph 2.01, and which now are or hereafter may be owned by Declarant and subjected to the scheme of this Declaration.

Declarant may add additional property at any time by filing of record a Supplemental Declaration which will extend the scheme of the covenants in this Declaration to such property; provided, however, that such covenants and restrictions as applied to the property which is so added, may be altered or modified by such Supplemental Declaration. Each such Supplemental Declaration shall include a geographical description of the property, and shall contain the additions, deletions, or modifications from those covenants to which such property will be subject. All property subject to each Supplemental Declaration, at Declarant's option, shall be a part of the Association created hereunder, except as expressly otherwise provided in the Supplemental Declaration.

ARTICLE III

DEFINITIONS

3.01 "Association" shall mean and refer to VISTA FINA PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns.

3.02 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3.03 "Properties" or "subdivision" shall mean and refer to that certain real property described in Paragraph 2.01 above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

3.04 "Common Area" shall mean all real property owned, leased and/or maintained by the Association, which shall include but not be limited to any islands, greenbelts, open spaced roads, parks, medians and entry signs situated within the Property, boat ramps owned by the Association and common recreational areas, and all entrance monuments, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping and such other areas lying within indicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and general health, safety or welfare of the Owners, and any parks or playgrounds situated in or near the Property (herein sometimes referred to as the "Facilities").

3.05 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the Properties with the exception of the Common Area.

3.06 "Declarant" shall mean and refer to VISTA FINA DEVELOPMENT, LTD., its successors and assigns, if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of constructing residences thereon and selling the same to members of the general public.

3.07 "Improvements" shall mean and refer to and shall include but not be limited to homes, boat houses, storage buildings, driveways, streets, bulkheads, gazebos, patios and structures of any and all kind to be erected or placed upon any Lot within the subdivision.

ARTICLE IV

PROPERTY RIGHTS

4.01 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; except as to the grant of easements for utilities and similar or related purposes;

(b) The right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Facilities or Common Area.

4.02 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants or contract purchasers who reside on a Lot.

4.03 Title to Common Area. The private streets, greenbelts in parks and boat ramps situated within the Subdivision, which are earlier identified herein as common area shall be deeded to the Association free and clear of any liens or other encumbrances prior to the conveyance of a platted Lot within the Vista Fina Subdivision. Hereafter, the Association shall be responsible for the maintenance, upkeep, and repair of such common areas situated within the Subdivision. No assessments shall be imposed on any of the common area.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.01 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

5.02 The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each platted Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to eight (8) votes for each platted Lot owned, and fifteen votes for each unplatted acre of land included in the Property. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 2015.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

6.01 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 as established and set by the Association; and
- (b) Special Assessments for capital improvements, 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.

6.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to:

- (a) promote the health, safety and welfare of the residents in the Properties, including, without limitation, providing security protection in the event the Association deems same desirable and for the enforcement of any protective covenants affecting the Properties;
- (b) the improvement and maintenance of the Common Area in a manner as determined appropriate by the Board of Directors of the Association from time to time;
- (c) the beautification, management, operation, repair, restoration, modification and maintenance of the common area, including all real and personal property which constitutes or is located upon or used in connection with the common area, including the payment of all expenses, taxes and employment and payment of all personnel reasonably required for the Association to carry out its duties herein;
- (d) the enforcement of this Declaration and any amendments or supplements hereto or additional covenants contained in any declaration of annexations;
- (e) the payment of taxes and other assessments upon the common areas and premiums for insurance applicable to, or covering, the common areas, the Architectural Control Committee, the Association, the board, or their officers, directors, members or Owners; and

(f) for any and all other uses and purposes, in the sole discretion of the board as shall benefit, promote or enhance the health, safety, convenience and welfare of Owners, for the beauty, use, enjoyment and operation, maintenance or value of the Vista Fina Subdivision or parts thereof, including but not limited to garbage removal (except during residential unit construction), mosquito fogging, or such other items as for the benefit of the Vista Fina community.

6.03 Annual Assessments. Each Owner shall pay to the Association an Annual Assessment determined by the Board of Directors. The rate of Annual Assessment may be increased or decreased by vote of the Board of Directors from time to time after due consideration to then current maintenance and security expenses and projected future needs of the Association.

6.04 Special Assessments. In addition to the Annual Assessment authorized in Paragraph 6.01 hereof, the Board of Directors of the Association may levy in any Assessment year or years a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Area, or for carrying out other purposes of the Association as stated herein or in the Articles of Incorporation of the Association.

6.05 Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the Annual Assessment, as authorized by Paragraph 6.01 above, must be approved by a majority of votes of the Board of Directors of the Association voting in person or by proxy, at a meeting duly called for such purpose.

6.06 Vote Required for Special Assessment. The Special Assessment authorized in Paragraph 6.01 above, must be approved by a majority of votes of the Board of Directors of the Association voting in person or by proxy, at a meeting duly called for such purpose.

6.07 Uniform Rate of Assessment. Both Annual and Special Assessments, subject to Paragraph 6.08, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, semi-annual or annual basis, as determined by the Board of Directors.

6.08 Date of Commencement of Annual Assessments-Due Dates. The Annual Assessments provided for herein shall commence as to each Lot, other than those owned by Declarant, on the first day of the month following the conveyance of such Lot by Declarant; and shall commence as to each Lot owned by the Declarant on the first day of the month following the month on which such Lot is first used for residential purposes. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

6.09 Effect of Nonpayment of Assessments - Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen per cent (18%) per annum. The association may bring an action at law against the Owner personally obligated to

pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure, by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property; and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association all shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

6.10 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien; however, the sale or transfer of any Lot, pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

6.11 Exempt Property. All Properties dedicated to and accepted by a local public authority, and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of The State of Texas shall be exempt from the Assessments created herein; however, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

To guide the development of the Property, the Architectural Control Committee (hereinafter the "ACC") shall be and is hereby created and formed to interpret and administer this Declaration of Covenants, Conditions, and Restrictions as herein set forth for the Property.

7.01 Designation of ACC. The ACC shall be initially composed of two persons (said persons being herein referred to as the "Committee Members" where plural, and "Committee Member" where singular) to be initially appointed by the Declarant. One member of the Committee may be selected as Chairman by the Committee by a majority vote of the Committee Members. The Committee, by a majority vote, may designate a representative or representatives to act on its behalf (the "Committee Representative"). In the event any one or more of the Committee Members shall die, resign, or otherwise be unable to serve, the Declarant shall appoint a successor Committee Member, and such Committee Member shall have the full right, authority and power to carry out the functions of the Committee as provided herein. Declarant shall further have the power to remove Committee members by written instrument. The initial Committee Members shall be as follows:

- (1) George W. White
- (2) Paul M. Dirks

The address of the Committee shall be as follows:

Architectural Control Committee
400 FM 534
Sandia, Texas 78383

The address of the Committee may be changed from time to time, with the Committee giving the Members written notification of such change of address.

7.02 Transfer of Authority to the Association. In the event a property owners association on the Property shall hereafter be formed, the duties, rights, powers and authority of the Committee constituted hereby may be assigned, at the sole election of a majority of the then members of the Committee, to the Board of Trustees of such association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the said Board of Trustees shall have full rights, authority and power and shall be obligated to perform the functions of the Committee as provided herein, including the right to designate a representative or representatives to act for it. Declarant shall have the right, but not the obligation to form a property owners association.

7.03 Approval of Plans. (a) No building, structure, fence, wall, sign, pole or other improvements shall be commenced, erected, constructed, demolished, placed or maintained, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefore shall have been submitted to the Committee in duplicate, and approved in writing as to compliance with these Restrictions by the Committee. Said plans and specifications shall be receipted for by the Committee, and the date of receipt indicated thereon shall be the commencement date of the thirty (30) day period set out in subparagraph C. herein below.

(b) The submitted plans and specifications shall include, at a minimum, a site plan showing proposed grading, drainage, paving/curbing, building locations, driveways, parking areas, fencing, utility connections, signs, site lighting, and landscaping; building elevations showing all exterior elevations of proposed structures, indicating materials and colors; and shall specify, as the Committee may reasonably require, structural, mechanical, electrical and plumbing detail, and the materials to be used for and incorporating into, and location of the proposed improvements or alterations thereto.

(c) The plans and specifications, after action by the Committee, shall be returned to the Applicant within the time limit prescribed, with approval or disapproval by the Committee evidenced by a cover letter either (i) enclosing one set of the plans and specifications marked "Approved"/"Approved with Conditions" or (ii) explaining the reasons for disapproval. Incomplete plans and specifications shall be disapproved. In the discretion of the Committee, plans and specifications may be returned by the Committee to Applicant with a conditional approval. Such conditions for approval will be indicated on the documents submitted, and no further approval action will be required provided all conditions are met by the Applicant. A disapproved application must be re-submitted.

(d) In the event the Committee fails to approve or disapprove such plans and

specifications within thirty (30) days after the said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Committee to approve or disapprove such plans and specifications within such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed, demolished or maintained on any Lot in a manner inconsistent with any provision of this Declaration or in violation of these Restrictions.

(e) The Committee shall have the power and authority to reject any plans and specifications that do not comply with the Restrictions herein imposed or meet the construction or architectural design requirements set forth herein, or that are not compatible with the design or overall character and aesthetics of the Property, including, but not limited to color scheme, finish, style of architecture or appropriateness of any structure. The decision of the Committee shall be final, conclusive, and binding upon the applicant.

(f) The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering the improvements, which procedures and guidelines will be binding upon the Owners, their successors and assigns. All submissions (requests for approvals, inquiries and etc.) to the Committee, in order to be effective, must be by written communication addressed to the Committee at the business offices of the Committee, and must either be delivered to such offices or sent in the United States mail thereto. Verbal communications with such Committee shall be ineffective for all purposes. All approvals or variances issued by the Committee, in order to be effective, must be in writing.

(g) Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole and absolute discretion, permit Owners to construct, erect, , or install improvements which are in variance from the covenants, restrictions or architectural standards which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of the Vista Fina Subdivision or the harmony with the natural surrounds. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly, in writing, approved such requests within thirty (30) days from the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner or the denial of any such request. Each request for variance submitted hereunder shall be reviewed separately and apart from other such request and the granting of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration and architectural standards provided hereunder, against any other Owner, successor or assign.

7.04 Communications with Committee Members. In communicating with the Committee Members, the Committee shall use the address of each Committee Member as reflected in the records of the Committee. Each Committee Member may designate his (her) address by written notice to the Committee. The Committee may, but shall not be required to, send communications to the Committee Members by certified mail, return receipt requested.

7.05 Limitation of Liability. Neither the Committee nor any consultants assisting the Committee shall be liable for damages to anyone submitting plans and specifications for approval, or to any other person, by reason of mistake in judgment, negligence or inaction or failure to approve or to disapprove any plans or specifications. Approval by the Committee of any plans and specifications shall not constitute an approval or endorsement of the architectural or engineering soundness of the improvements described by such plans and specifications, nor shall such approval constitute an opinion as to the legality of such improvements or the intended use thereof.

ARTICLE VIII

RESIDENTIAL SUBDIVISION GENERAL RESTRICTIONS

All of the Property within Vista Fina Subdivision, Unit One, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following general limitations and restrictions:

8.01 Antennae. No commercial telecommunication towers or equipment shall be erected, installed, or placed on a Lot without the written approval of the ACC, except for any antennae which may, at Declarant's option, be erected by Declarant or Declarant's designated representative. Nothing herein shall be intended to restrict the erection of television dishes, antennas or other similar equipment.

8.02 Subdividing. No Lot which has been finally platted shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the ACC; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the ACC. Each Owner does, by the purchase of any Lot within the Property, constitute and appoint Declarant in such Owner's name, place, and stead to subdivide or re-subdivide and to grant consent to the subdivision or re-subdivision of any Lot which is owned by Declarant. Nothing herein shall be deemed to require the approval of the ACC for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any Mortgage.

8.03 Construction of Improvements. No Improvements shall hereafter be constructed upon any Lot without the prior written approval of the ACC of the plans and specifications for the proposed Improvements. Prior commencement of any Improvements ACC required governmental permits must be obtained and submitted to the ACC.

8.04 Construction Requirements.

(a) Only new construction materials shall be used and utilized in construction of any structures situated on a Lot. All residential structures shall have not less than seventy-five (75%) brick, stone, or concrete block with a minimum of one-fourth inch (1/4") stucco cover construction, or the equivalent, on the exterior wall area.

(b) All exterior construction of a primary residential structure, garage, porches, driveway, and any other appurtenances or appendages of every kind or character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceiling, and doors completed and recovered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction, or thirty (30) days after occupancy, whichever is sooner. Construction shall commence no later than eighteen (18) months from date of purchase from Declarant. If construction is not commenced within eighteen (18) months from the date of purchase, the Declarant may, in its sole discretion, purchase the Lot at the original sales price. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Property.

(d) All painted outside surfaces must be painted with a color that is an earth tone, or other colors as approved by the ACC.

(e) No screened porches of any kind are permitted on any Improvements.

8.05 Size of Residences. All residential structures erected on any Lots shall have no more than two and one-half (2-1/2) stories, nor exceed thirty-five (35) feet in height measured from the top of the foundation to the top most part of the roof. No residential structure with an exterior area of less than two thousand (2000) square feet, exclusive of the area of attached garages, porches, servant's quarters, or other appurtenances or appendages, shall be erected on any Lot. The ground floor area of a residence more than one (1) story shall not be less than eleven hundred fifty (1150) square feet.

8.06 Roofs.

(a) There shall be a minimum pitch of four (4) on twelve (12) on all roofs except any flat roof which is covered by parapets.

(b) All roofs will be a minimum of a 25-year three tab asphalt or its equivalent, when installed, or standing seam metal roof, any variance of this requirement must be approved in writing by the Architectural Control Committee.

8.07 Screening of Boxes and Transformers. The Lot Owner shall cause to be planted or installed, and thereafter maintained, shrubbery or other screening devices around boxes, transformers and other aboveground utility equipment situated on or near Lots. The Lot Owner shall cause all utility lines, electric lines, water lines, telephone and cable lines to be buried. Further, the Lot Owner shall cause each and every meter loop and breaker box to be attached to the residential structures for the electrical power services.

ARTICLE IX

RESIDENTIAL SUBDIVISION BUILDING AND USE RESTRICTIONS

All of the Property within the Vista Fina Subdivision, Unit One, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following use limitations and restrictions:

9.01 Residence Building and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family residence, with appurtenances incident to single family use, including, without limitation, bona fide servants quarters, and no structure shall be occupied or used until the exterior construction thereof is completed. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than two (2) nor more than four (4) automobiles. No such detached garage shall have more than two (2) stories. No carport shall be built, placed, constructed or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purposes inconsistent with the garaging of automobiles. All Lot Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

9.02 Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Lot Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Lot Owner or his tenant and their families and domestic servants employed on the premises. As used herein, the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments, or other apartment use. No Lot shall be used or occupied for any business, commercial, trade or professional purpose, either apart from or in connection with the use thereof as a private residence whether for profit or not.

9.03 Temporary and Other Structures. Other than a contractor's job trailer used during the construction of the main residence and such contractor's job trailer's appearance and location having been approved by the ACC, no structure of a temporary character, trailer, mobile home, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location.

9.04 Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Lot Owners. The Lot Owners shall have the sole and exclusive discretion to determine what constitutes a nuisance or any annoyance. No trucks, larger than one (1) ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage, or on any street, except passenger cars and trucks smaller than one (1) ton may be parked on the street in front of the Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or

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other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Properties.

9.05 Signs. (a) Builders may display one (1) sign of not more than thirty-two (32) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and

(b) Any Lot Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

9.06 Animals. No animals, livestock, swine, poultry of any kind or other exotic or dangerous pets of any type (including, but not limited to pit bulls, boa constrictors, etc.) shall be raised, bred, or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or other common household pets (excluding pit bulls) (not to exceed ten (10) adult animals) may be kept, but they shall not be bred or kept for commercial purposes. Any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the subdivision upon seven (7) days written notice from the Owners. No such pets may be allowed to run unattended. All animals shall be restricted to the Lot(s) of their Owners by fences or other enclosures or restraints and not allowed to run at large. All animals must be fenced behind the front wall line of the residents on the Lot(s). All animals shall be kept in strict accordance with all applicable laws and ordinances, and in accordance with all rules established by the Vista Fina Property Owners' Association. In any event, every animal must be kept within the confines of the Lot(s) (of its owner) and no animal shall be allowed to run at large within the Subdivision. Notwithstanding any other provision hereof, no animal may be kept on a Lot which may pose a safety or health threat to the community or which is offensive to the reasonable sensibilities of other Lot Owners by virtue of appearance, odor or noise. Each owner agrees that he or she shall be financially responsible for all harm or damage to others, or to the property of others, including that of the Association, by any animal maintained on the Owner's Lot.

9.07 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

9.08 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of construction of one (1) residential structure thereon and such other improvements as are permitted herein. Provided, however, that any replatting requirements shall be the sole responsibility of the Lot Owner.

9.09 Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall immediately remove dead plants, and shall to no extent use any Lot for storage of materials and equipment, except for normal residential requirements or incident to construction for improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything. The drying of clothes in full public view is prohibited. Each Owner shall provide and maintain safe and adequate drainage

within and across said Owner's Lot and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which causes drainage to divert unnaturally onto an adjoining Lot.

9.10 Hunting and Firearms. No hunting, including, but not limited to, bow hunting, shall take place within the Subdivision. No firearms may be discharged in the Subdivision at any time. No automatic deer feeder or bulk feeders. No automatic wildlife feeder with a capacity of more than 10 pounds. This restriction in no way prohibits automatic feeders for marine life.

9.11 Prohibited Activities. No professions, business, or commercial activity to which the general public is invited shall be conducted on any Lot other than the sale of Lots by the developer or the owner of a Lot reselling the Lot and improvements thereon.

9.12 Storage of Building Materials. No building materials of any kind shall be placed or stored upon any Lot except during construction; and then such materials shall be placed within the property lines of the Lot on which the improvements are to be erected. All such building materials must be removed within ninety (90) days of completion of the structure.

9.13 Garbage and Trash Disposal. No trash, garbage, construction debris, rubbish or abandoned or junk cars or other refuse may be dumped, disposed of or maintained on any Lot, vacant or otherwise. All rubbish, trash, garbage and other waste shall be kept in sanitary refuse containers with tightly fitting lids. No refuse shall be burned on any Lot during construction of improvements or at any other times. Garbage and trash disposal must be provided by a private company contracting with the Lot Owner. The private company providing garbage and trash disposal for a Lot Owner must provide curb service and be properly licensed to provide such services. Neither the developer nor the Owners Association is obligated to provide garbage or trash disposal services.

9.14 Placement of Structures on Lots and Yards Setbacks. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines established and shown on the Subdivision Plat. In no event shall any building or other structure be constructed, placed or maintained within into any utility or drainage easement, shown on the Subdivision Plat. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. If a residence is constructed on a homesite consisting of more than one Lot, the combined area shall be considered as one Lot for purposes of this provision and the setbacks shall apply to the exterior boundary of the combined Lots and shall not apply to the common interior boundary lines of the combined Lots.

9.15 Appearance. All structures shall be maintained in a neat and orderly manner and their appearances, both before, during and after construction, shall be subject to the review and approval of the Committee. In the event an owner of a Lot should fail to maintain the premises and structures situated thereon in a neat and orderly manner, the Declarant or the Association shall have the right (and is hereby granted a license for this purpose), but not the obligation, through its agents and/or employees to enter upon the Lot and to repair, maintain and restore the Lot and exterior of the structures and any other improvements erected

thereon to a neat and order manner, all at the expense of the owner of such Lot and a lien is granted to the mechanics and materialmen providing the labor and/or materials for such work.

9.16 Athletic Facilities. Tennis court and other sport court lighting and fencings shall require the prior written approval of the Architectural Control Committee and any Owner desiring to install the same shall submit design and site plans, landscaping plans, and lighting specifications. Landscaping and fencing requirements may be set by the Committee for the purpose of screening courts in an aesthetically pleasing manner. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be located on any Lot closer than forty feet (40') from the front property line or closer than twenty feet (20') to the side property line. The ACC will have the right to regulate the appearance and placement of all sporting apparatus including basketball goals. All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.

9.17 Outbuilding and Exterior Modifications. Every outbuilding, inclusive of such structures as a storage building, pool house, servants' quarters, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be submit to the written approval of the ACC.

9.18 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other devise completely surrounding the swimming pool which, at a minimum, satisfies other applicable governmental requirements. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable government regulations concerning swimming pool enclosure requirements.

9.19 Sanitary Facilities. Each Owner and/or Contractor shall be required to provide adequate temporary sanitary facilities for his construction workers. Such Sanitary facilities shall be placed within the building set back lines of the Lot on which the workers are working.

9.20 Platted Easements. In addition to those set forth in this Declaration, each Lot shall be subject to all easements, set-back lines, covenants and restrictions set forth on the Subdivision Plat covering that particular Lot.

9.21 Sewage. No outside toilets shall be used, constructed or permitted on a Lot, except temporary portable toilets used during the construction of a residence. No installation of any kind for disposal of sewerage shall be constructed or maintained which would result in treated or untreated sewerage or septic tank drainage being drained onto or into the surface of any part of the Subdivision, or onto or into any body of water located in the Subdivision. No means of sewerage disposal may be installed, used or maintained except a septic tank, an improved gray water system or a similar or improved means of sanitary sewerage disposal which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No structure placed upon a Lot shall be used until sanitary sewerage disposal facilities complying with this paragraph have been completely finished. The ACC shall have the right to specify the location, orientation and drainage field of any such means of sanitary sewerage disposal, subject to the approval of all governmental authorities having jurisdiction thereof. This Section 9.28 is not meant to prohibit any "gray water" systems which are approved by

the ACC and all applicable governmental authorities. **The Developer is in no way obligated to install any such sewage systems.**

9.22 Slope Control. No structure, landscaping, or other material shall be placed or shall be permitted to remain in a Lot and no other activities shall be permitted to be undertaken in a Lot that may damage or interfere with established slope lines, create erosion or land sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels.

9.23 Mailboxes. The type, style and placement of mailboxes for the Lots in the Subdivision shall be in accordance with the current postal authority standards and subject to the approval of the Committee. All mailboxes must be approved by the ACC to conform with the residence on the Lot and the area.

9.24 Location of Water Wells and Septic Tanks for Waterfront Lots. All waterfront Lots contained in Block One (1) of the Subdivision must have the septic tanks located between the residence and Vista Fina Drive and all water wells must be located between the residence and the ninety five foot (95") elevation contour of Lake Corpus Christi.

9.25 Fences. Fence or fencing must be submitted to and approved at the sole and absolute discretion by the Architectural Control Committee. The location of fences must comply with the other provisions of this Declaration. All lots located in Block One (1) of the Subdivision, fences must be either masonry, cedar, or other similar type material and chain linked fence approved by the Architectural Control Committee. All such lots in Block One(1) of the Subdivision no chain linked fence shall be allowed or approved to be constructed in front of the front line of the principle residence. Lots located in Block Two (2) of the Subdivision, all fences must be either masonry, cedar or other similar type of material or chain linked fence approved by the Architectural Control Committee. No chain linked fence shall be allowed or approved beyond the setback lines of the lot or in the front of the front lot line of the principle residence all fences must be built by a professional fence contractor.

9.26 Driveways and Access. Driveways, gates and other access are prohibited from Vista Fina Drive for Lots One (1) through Six (6), of Block Two (2) of the Vista Fina Subdivision. Driveways and other access are only permitted to such Lots from Dagger Loop.

9.27 Screening of Water Wells. The Lot Owner shall be cause to be planted or installed and thereafter maintained, shrubbery or other screening devices around water wells and other aboveground utility equipment situated on or near the water well. All pressure tanks and other pumping equipment must be located within the garage of the residence constructed on the Lot. No pressure tank or other pumping equipment is permitted outside of the residence.

9.28 Propane and Natural Gas Tank. All propane, natural gas and similar fuel tanks in excess of five (5) gallons in size must be buried and may not be located between the front line of the residence and the street.

9.29 Water Wells. All water wells and above ground pipes must be screened with shrubbery or other landscaping or screening devices around the water well and above ground pipes.

ARTICLE X

GENERAL PROVISIONS

10.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Lot Owners or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representative, heirs, successor and assigns, for an initial term commencing on the effective date hereof and ending twenty (20) years from the date hereof. During such initial term the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of all Lots or Living Units in the Subdivision and properly recorded in the appropriate records of Live Oak County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all of the Lots in the Subdivision and properly recorded in the appropriate records of Live Oak County, Texas.

10.02 Enforcement. The Association or Declarant or any Lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions now or hereafter set out in this Declaration or any Supplemental Declaration. Failure by the Association or by Declarant or by any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

10.03 Amendments. The Declarant, as Declarant, shall have and hereby reserve the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed of record for any purpose provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Lot Owner or his mortgagee.

This Declaration may also be amended by an instrument signed by the Owners holding legal title to not less than ninety per cent of the Lots covered hereby. Any such amendment must be recorded in the Official Public Records of Live Oak County, Texas.

10.04 Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of the Declaration and this Declaration shall govern.

10.05 Omissions. If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or in this Declaration should be omitted here from, then it is hereby declared that such

omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

10.06 Notices. Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person.

10.07 Gender and Grammar. The singular, wherever used herein, shall be constructed to mean the plural, when applicable, and the necessary grammatical changes required to make the provision hereof apply either to the corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

10.08 Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part hereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions thereof, which shall remain in full force and effect.

10.09 Rights of Mortgagees. Each lienholder or mortgagee of a Lot shall, upon prior written notice to the Association, possess the right to:

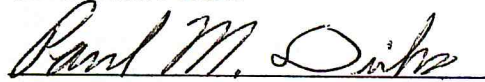
- (a) inspect the books and records of the Association during normal business hours;
- (b) receive an annual unaudited financial statement of the Association within ninety days following the end of the fiscal year of the Association; and
- (c) receive written notice of all meetings of the members of the Association and be entitled to designate a representative to attend such meetings.

EXECUTED AND EFFECTIVE this 5th day of January, 2004.

DECLARANT:

VISTA FINA DEVELOPMENT, LTD.

By: Vista Fina Management, L.C.
Its: General Partner



By: Paul M. Dirks
Its: President

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THE STATE OF TEXAS

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§
§

COUNTY OF Line Oak

This instrument was acknowledged before me this 5th day of January, 2004,
by PAUL M. DIRKS, the President of VISTA FINA MANAGEMENT, L.L.C.



Estella Solis-Roberts
Notary Public, State of Texas

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CERTIFICATE OF LIMITED PARTNERSHIP

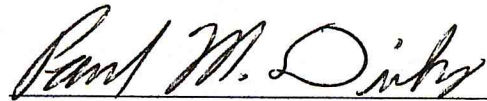
1. The name of the limited partnership is C & K Homes, Ltd.
2. The street address of its proposed registered office in Texas is 400 FM 534, Sandia, Texas 78383.
3. The name of the limited partnership's registered agent at its registered office is Paul M. Dirks, a Texas resident.
4. The address of the principal office in the United States where records of the partnership are to be kept or made available is 400 FM 534, Sandia, Texas 78383.
5. The name, the mailing address, and the street address of the business or residence of each general partner is as follows:

NAME	MAILING ADDRESS	STREET ADDRESS
C & K Homes Management, L.L.C.	400 FM 534 Sandia, Texas 78383	400 FM 534 Sandia, Texas 78383

Date Signed: January 5th, 2004

General Partner:

C & K HOMES MANAGEMENT, L.L.C.



Paul M. Dirks, President