390/898-902

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SCENIC VISTA ESTATES SUBDIVISION

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

SCENIC VISTAS, L.P., a Texas Limited Partnership, acting herein by and through its duly authorized officers, ("Developer") the owner of that certain tract of real property (herein the "Property") described as follows, to wit:

> All those certain lots or tracts of land described, delineated and shown on the map or plat of Scenic Vista Estates Subdivision, filed and recorded at Volume 2, page 183 of the Plat Records of Gillespie County, Texas, to which map or plat reference is made for all purposes.

hereby declares that all of the Property shall be owned, held, sold, transferred and conveyed subject to all of the terms and provisions set forth below which are for the purpose of protecting the value and desirability of, and which shall run with, said Property;

SCENIC VISTA ESTATES shall be tracts of land used solely for residential and/or agricultural purposes. A tract of land ("Tract") is hereby defined as one or more parcels of land which Developer shall sell or convey to third parties out of the Property, in such size and dimensions as Developer shall determine, or which are owned by Developer out of the Property. Dwellings shall be limited to single family residences. Only one permanent residence will be permitted on any one Tract.

DEFINITIONS

1. "Parcel" or "Tract" shall mean each lot, tract, parcel and portion of the Property as shown, described and established by the plat thereof.

2. "Owner" shall mean the record owner or owners of the fee simple title to any Tract or Parcel in the Property and includes Developer. Even if there are several owners of a Tract the term "Owners" shall mean all of such owners of such Tract. Owner shall not include any lien holder, secured party, mortgagee, lessee, invitee, or guest.

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RESTRICTIONS

1. Single family dwellings shall contain a minimum of 1,600 square feet of living area, exclusive of porches, breezeways, carports, garages, or basements. The minimum square footage of living area shall be that area which is heated and cooled. The exterior of the residence shall be constructed of wood, masonite or comparable material, rock, stone, brick or masonry.

   The existing residence on Tract 6 shall be exempted from this restriction for minimum square footage of living area. Other single family dwellings constructed on Tract 6 shall be subject to the restriction of minimum square footage.

2. Servant's quarters, one guest house, and outbuildings may be constructed on the property after completion of construction of the principal dwelling. For purposes of these covenants, a "bed and breakfast" shall be defined as a guest house.

3. The exterior of any building shall be completed not later than ten (10) months after laying the foundation of that respective building.

4. A dwelling shall not be occupied until the exterior thereof is completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department or other governing body controlling wells and septic systems.

5. Mobile, modular, pre-manufactured and/or industrial-built homes are prohibited. No dwelling shall be moved onto any Tract. All dwellings shall be constructed and erected on site.

6. A single family dwelling shall not be erected on any Tract nearer than fifty (50) feet from the front, rear or side property line. Other buildings erected on a Tract shall not be nearer than fifty (50) feet from any property line.

7. No Tract shall be used for any commercial purpose except permanent agricultural crops, including vineyards, fruit trees, pecan groves and permanent grass (i.e., hay meadows or grazing pastures) and one Bed and Breakfast facility, constructed in compliance with all restrictive covenants herein.

8. Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any Tract. Owners are to keep said Tract clean and neat in appearance and free of litter at all times. Garbage or refuse or any hazardous materials, as defined in any state or federal statute or regulation, shall not be buried on any Tract. Noxious or offensive activity shall not be permitted on any Tract nor any activity which would be considered an annoyance or nuisance to the Property.

9. Swine shall not be kept on any Tract. Other livestock, pets and poultry ("animals") shall be permitted provided such animals are sheltered and kept within the boundaries of said Tract at all times. There shall be no commercial feeding operation nor commercial breeding of animals or fowl on any Tract. Animals used for grazing said Tracts while simultaneously raising young (i.e., cow/calf operation) shall not be considered commercial breeding animals.

10. All livestock, pets and poultry shall be provided shelter and shall be kept under fence within the boundaries of a Tract. This restriction shall not apply to unsold Tracts owned by Developer. Furthermore, Developer shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has fenced such Owner's Tract.

11. All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence-building standards regarding quality and appearance.

12. Mineral exploration of any type which will damage the surface shall not be permitted on any Tract. Tract owners shall not alter the natural drainage of surface water over and across said tracts.

13. Resubdivision of a Tract after conveyance by Developer is prohibited prior to January 1, 2010. Thereafter a tract may be subdivided provided the original tract and all resultant tracts exceed six (6) acres in size.

14. Developer reserves unto himself and/or his assigns, an easement for utility purposes twenty (20) feet wide on each side of all Tract lines and along the entire perimeter (boundary) of said Tracts for the installation and maintenance of electric, telephone, and utility lines for water, gas, cable television, and similar public utilities, and easements for anchor/guy combinations wherever

necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said Tract to employees of utilities owning said lines.

These restrictive covenants shall be binding upon and inure to the benefit of all parties claiming under Developer until January 1, 2015, at which time said restrictive covenants shall be automatically extended without further notice until such time that the owners of 75% of the total area of the Property shall execute an instrument waiving or amending the restrictive covenants. A Tract owner shall be the record owner of legal title as shown by the real property records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract owners.

Developer shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these restrictive covenants by an instrument in writing duly signed and acknowledged by Developer only, filed for record in the office of the County Clerk of Gillespie County, Texas, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development of the property as determined by Developer, in his sole discretion.

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictive covenants or the application thereof shall not be affected thereby, nor shall any failure of the Developer or Tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract in the Property shall have the right to enforce, by any proceeding at law or in equity all restrictive covenants by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

EXECUTED this 2nd day of March, 2000

SCENIC VISTAS, L.P., a Texas Limited Partnership

BY: WESTVEST PARTNERS, L.L.C
a Texas Limited Liability Company
Its General Partner

BY: Kenneth A Barfield, Mgr.
KENNETH A. BARFIELD, Manager

THE STATE OF TEXAS §

COUNTY OF ~~GILLESPIE~~ Travis §

This instrument was acknowledged before me on this 2nd day of March, 2000, by KENNETH A. BARFIELD, Manager, SCENIC VISTAS, L.P., a Texas Limited Partnership, by WESTVEST PARTNERS, L.L.C, a Texas Limited Liability Company.

Teresa J. Wheatley
Notary Public, State of Texas

TERESA J. WHEATLEY
MY COMMISSION EXPIRES
October 26, 2000

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TITLE PAGE

Filed the 7th day of March A.D. 2000 at 2:33 o'clock P M.

and recorded 8th day of March A.D. 2000 at 10:00 o'clock A. M.

in Volume 390, pages 898-902 , Official Public Records.

DEBBIE WAHL, Clerk County Court, Gillespie County, Texas.

Filmed by Colleen Ketron Deputy.

Colleen Ketron